

Agenda

Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

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

TUESDAY

MILLAGE & BUDGET HEARINGS

TUESDAY

MILLAGE & BUDGET HEARINGS

September 28th, 2010
 7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

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

1. TIMED ITEMS AND PUBLIC HEARINGS

| | | |
|----------------|-----------------------|--|
| 7:00 PM (a) | PUBLIC HEARING | (1) (Review) <u>STATE REQUIREMENTS</u> reference the Hearing Procedures and the required Ad for the newspaper (Attachments) (2) OPEN MEETING for Public Hearing on the following: (3) Resolution No. R2010-29 – Adopting FINAL Millage Rate for the 2010-2011 Fiscal year (Attachment – Board Option) (4) Resolution No. R2010-30 – Adopting FINAL Budget for the 2010-2011 Fiscal year (Attachment – Board Option) |
| 7:00 PM (b) | PUBLIC HEARING | Ordinance No. O2010-18, an ordinance providing the COW Police Department to the authority to act as code inspector for the COW (Attachments – Staff Recommends Approval) |
| 7:00 PM (c) | TIMED ITEM | SAC (Subdivision Advisory Committee) recommendation for Triumph South (Attachment – Staff Recommends Approval) |
| 7:00 PM (d) | TIMED ITEM | Request for a six month extension regarding the O'Dell PUD due to market conditions (Attachments – Staff Recommends Approval) |
| 7:00 PM (e) | TIMED ITEM | Review/final approval requested for the site plan of the Kangaroo Store/The Pantry, Inc. to be located at CR472/US301 (replaces current store at CR114/US301 disturbed by the US301 road widening) (Attachments – Staff Recommends Approval) |

* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

- **SPECIAL PRESENTATION:** None at this time
 - a. City Manager
 - b. City Attorney
 - c. City Clerk
 - d. Commission Members
 - e. Public Forum (10 minute time limit)
 - f. Notes, Reports, and items for the file as attached

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

1. Minutes of Regular Meeting held on September 14th, 2010 (Attachments – Staff recommends approval)

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

1. Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC (Attachments – Staff Recommends Approval)
2. Ordinance No. O2010-17 – an ordinance proposing a small scale land use amendment for the COW future Police Station (Attachments – Staff Recommends Approval)
3. Ordinance No. O2010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. O2010-20) (Attachments – Staff Recommends Approval)
4. Ordinance No. O2010-20 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (The Villages of Lake-Sumter, Inc.) (see also Ord. O2010-19) (Attachments – Staff Recommends Approval)

c. **RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2010-31, a resolution amending the COW personnel policies (Section 7.3.D.1) (Attachments – Staff Recommends Approval)
2. Resolution No. R2010-32, Wastewater Department – purchase and replacement of bearings to Oxidation Ditch - #1 (Attachments – Staff Recommends Approval)
3. Resolution No. R2010-33, Wastewater Department – purchase/repair and reinstallation of turbine in Oxidation Ditch - #4 (Attachments – Staff Recommends Approval)

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Review/approval of Triumph South Developer's Agreement (Attachment – Staff Recommends Approval)
2. Review/approval of WRPC agreement for services, if needed, for FY2010-11 (Attachments – Staff Recommends Approval)

f. **FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Selection/Approval of quote for the CR127 Reuse Line Bores – RE: Triumph South (Mizzi Project) (Attachments – Staff Recommends Approval)
3. Approval requested from Public Works Director on the quotes for re-roofing of the Senior Services Center on 4th Street (Attachment – Staff Recommends Approval)
4. Selection of quote for repairs to AC unit within the WWT-Plant (Attachments – Staff Recommends Approval)

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Approve the appointment of Poll Workers for the December 7, 2010 Special Referendum Election (Attachment - Staff Recommends Approval)
2. Review/approval of the U.F. Bureau of Business & Economic Research estimates for the population projection for the City of Wildwood (Attachments – Board Option)
3. FY09-10 Budget Amendments (Attachments)
4. Review/consideration regarding FDEP's offer to purchase property owned by the agency on High Street (Attachments – Staff Recommends Approval)

4. **ADJOURN:**

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# 1. TIMED ITEMS AND PUBLIC HEARINGS

|                |                       |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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| 7:00 PM<br>(b) | <b>PUBLIC HEARING</b> | Ordinance No. O2010-18, an ordinance providing the COW Police Department to the authority to act as code inspector for the COW (Attachments – Staff Recommends Approval)                                                                                                                                                                                                                                                     |
| 7:00 PM<br>(c) | <b>TIMED ITEM</b>     | SAC (Subdivision Advisory Committee) recommendation for Triumph South (Attachment – Staff Recommends Approval)                                                                                                                                                                                                                                                                                                               |
| 7:00 PM<br>(d) | <b>TIMED ITEM</b>     | Request for a six month extension regarding the O'Dell PUD due to market conditions (Attachments – Staff Recommends Approval)                                                                                                                                                                                                                                                                                                |
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\* Quasi Judicial Hearing

# NOTICE OF PROPOSED TAX INCREASE

The City of Wildwood has tentatively adopted a measure to increase its property tax levy.

**Last Year's property tax levy:**

|    |                                                                                                                   |                     |
|----|-------------------------------------------------------------------------------------------------------------------|---------------------|
| A: | Initially proposed tax levy.....                                                                                  | <u>\$ 1,202,966</u> |
| B: | Less tax reductions due to value<br>Adjustment Board and other assessment<br>Changes,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | <u>\$ 24,923</u>    |
| C: | Actual property tax levy.....                                                                                     | <u>\$ 1,178,043</u> |

**This Year's proposed tax levy:.....\$ 1,211,202**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

- DATE:** September 28, 2010
- TIME:** 7:00 P.M.
- PLACE:** CITY COMMISSION MEETING CHAMBERS  
CITY HALL, 100 NORTH MAIN STREET
- TOWN:** WILDWOOD, FLORIDA 34785

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

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**Publish in September 23<sup>, 2010</sup> SCT edition only.**

**MUST BE a 1/4 page ad.  
HEADLINE IN A TYPE NO SMALLER THAN 18 POINT**

**Must** appear on same page adjacent to the City of Wildwood Budget Summary Ad.

**Not** to be placed in the legal or classified section.

**BUDGET SUMMARY**  
CITY OF WILDWOOD - FISCAL YEAR 2010-2011

| GENERAL FUND                                                               | 4.2145                    |                                                |                                              |                  |                         |             | Total               |
|----------------------------------------------------------------------------|---------------------------|------------------------------------------------|----------------------------------------------|------------------|-------------------------|-------------|---------------------|
| ESTIMATED REVENUES                                                         | **General Fund**          | **Special Revenue Fund**<br>Greenwood Cemetery | ** Enterprise Funds **<br>Water/Sewer Refuse | Industrial Park  | **Trust & Agency Fund** |             | Total               |
| <b>TAXES:</b>                                                              | <b>MILLAGE PER \$1000</b> |                                                |                                              |                  |                         |             |                     |
| Ad valorem Taxes 4.2145                                                    | \$ 1,143,296              | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 1,143,296        |
| Ad valorem Taxes TIF Funds (CRA) 4.2145                                    | \$ 67,906                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 67,906           |
| UTILITY TAXES                                                              | \$ 380,000                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 380,000          |
| FRANCHISE TAXES                                                            | \$ 575,000                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 575,000          |
| INTERGOVERNMENTAL REVENUES                                                 | \$ 1,303,771              | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 1,303,771        |
| DEVELOPMENT SERVICES (PLANNING & ZONING)                                   | \$ 166,000                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 166,000          |
| CHARGES FOR SERVICES                                                       | \$ -                      | \$ -                                           | \$ 4,055,000                                 | \$ -             | \$ -                    | \$ -        | \$ 4,055,000        |
| WATER AND WASTEWATER CONNECTION AND TIE FEES                               | \$ -                      | \$ -                                           | \$ 490,000                                   | \$ -             | \$ -                    | \$ -        | \$ 490,000          |
| SUMNER COUNTY (ADMIN FEES) BUILDING SERVICES                               | \$ 80,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 80,000           |
| SUMNER COUNTY DISPATCH COMPENSATION                                        | \$ 100,000                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 100,000          |
| CODE ENFORCEMENT                                                           | \$ 9,000                  | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 9,000            |
| Fines & Forfeitures                                                        | \$ 46,250                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 46,250           |
| Interest Income                                                            | \$ 23,000                 | \$ 600                                         | \$ 600                                       | \$ -             | \$ -                    | \$ -        | \$ 24,200           |
| Building Rents & Leases                                                    | \$ 30,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 30,000           |
| Growers Market Proceeds                                                    | \$ 17,640                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 17,640           |
| FDOT Reimbursement                                                         | \$ 6,481                  | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 6,481            |
| The Villages/Amended Utility Agreement                                     | \$ 45,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 45,000           |
| The Villages/ 2nd Amended Utility Agreement                                | \$ 45,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 45,000           |
| Dixie Youth Baseball Registrations                                         | \$ 1,000                  | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 1,000            |
| Life Flight Lease Payments                                                 | \$ 12,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 12,000           |
| Summer Camp Funding/ Registration Fees                                     | \$ 20,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 20,000           |
| Tax Incremental District Funding/ County (CRA)                             | \$ 125,068                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 125,068          |
| Private Contributions/Summer Camp                                          | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| Auction Proceeds/ Sale of Properties                                       | \$ 15,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 15,000           |
| Quarterly Fuel Tax Refunds                                                 | \$ 4,000                  | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 4,000            |
| Police User Fees                                                           | \$ 160,000                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 160,000          |
| Miscellaneous                                                              | \$ 17,500                 | \$ 3,850                                       | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 21,450           |
| Parks & Recreation Program Activities                                      | \$ 15,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 15,000           |
| <b>TOTAL SOURCES</b>                                                       | <b>\$ 4,397,912</b>       | <b>\$ 4,550</b>                                | <b>\$ 4,545,600</b>                          | <b>\$ -</b>      | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ 8,948,062</b> |
| <b>TRANSFERS IN:</b>                                                       |                           |                                                |                                              |                  |                         |             |                     |
| Industrial Park (TO GENERAL FUND)                                          | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| Water/Sewer Revenue (TO GENERAL FUND)                                      | \$ 405,560                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 405,560          |
| CRA (REDEVELOPMENT DISTRICT) ADMIN. COSTS                                  | \$ 19,297                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 19,297           |
| FUND BALANCES/RESERVES/NET ASSETS-WATER/SEWER                              | \$ -                      | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ -                |
| FUND BALANCES/RESERVES/NET ASSETS-INDUSTRIAL PARK                          | \$ -                      | \$ -                                           | \$ -                                         | \$ 32,080        | \$ -                    | \$ -        | \$ 32,080           |
| FUND BALANCES/RESERVES/NET ASSETS-GENERAL FUND                             | \$ -                      | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ -                |
| FUND BALANCES/RESERVES/NET ASSETS-POLICE IMPACT FEES                       | \$ -                      | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ -                |
| FUND BALANCES/RESERVES/NET ASSETS-PARKS & REC IMPACT FEES                  | \$ -                      | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ -                |
| FUND BALANCES/REERVES/NET ASSETS-CRA                                       | \$ 308,368                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 308,368          |
| <b>TOTAL TRANSFERS-FUND BALANCES &amp; RESERVES</b>                        | <b>\$ 743,223</b>         | <b>\$ -</b>                                    | <b>\$ -</b>                                  | <b>\$ 32,080</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ 775,303</b>   |
| <b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>                            | <b>\$ 5,141,135</b>       | <b>\$ 4,550</b>                                | <b>\$ 4,545,600</b>                          | <b>\$ 32,080</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ 9,723,365</b> |
| <b>EXPENDITURES</b>                                                        |                           |                                                |                                              |                  |                         |             |                     |
| General Governmental Services                                              | \$ 1,317,528              | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 1,317,528        |
| Public Safety                                                              | \$ 1,801,384              | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 1,801,384        |
| Physical Environment                                                       | \$ -                      | \$ -                                           | \$ 2,926,514                                 | \$ -             | \$ -                    | \$ -        | \$ 2,926,514        |
| Transportation                                                             | \$ 873,597                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 873,597          |
| Economic Environment                                                       | \$ -                      | \$ -                                           | \$ -                                         | \$ 22,080        | \$ -                    | \$ -        | \$ 22,080           |
| Culture & Recreation                                                       | \$ 414,298                | \$ 725                                         | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 415,023          |
| Community Redevelopment District                                           | \$ 79,929                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 79,929           |
| Debt Service                                                               | \$ 121,631                | \$ -                                           | \$ 1,108,874                                 | \$ -             | \$ -                    | \$ -        | \$ 1,231,505        |
| TRANSFERS OUT:                                                             | \$ -                      | \$ -                                           | \$ 405,560                                   | \$ 10,000        | \$ -                    | \$ -        | \$ 415,560          |
| CRA ADMIN FEES TO GENERAL FUND                                             | \$ 19,297                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 19,297           |
| <b>SPECIAL PROJECTS:</b>                                                   |                           |                                                |                                              |                  |                         |             |                     |
| COMP PLAN AMENDMENTS (516)                                                 | \$ 25,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 25,000           |
| TRAFFIC CIRCULATION STUDY (516)                                            | \$ 11,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 11,000           |
| SUMMER CAMP PROGRAM (572)                                                  | \$ 30,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 30,000           |
| SENIOR SERVICES BUILDIG ROOF REPAIR (572)                                  | \$ 5,980                  | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 5,980            |
| COMP PLAN UPDATES (CRA)                                                    | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| SIGNAGE GRANT-DOWNTOWN BUSINESSES (CRA)                                    | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| CITY HALL SIGN (CRA)                                                       | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| PAINTING GRANT-DOWNTOWN BUSINESSES (CRA)                                   | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| ENTRANCE SIGNS FOR MEDIANS (CRA)                                           | \$ 20,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 20,000           |
| DEMOLITION-BLIGHTED STRUCTURES (CRA)                                       | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| HIGH STREET TREE REMOVAL/ROAD REPAIR (CRA)                                 | \$ 6,000                  | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 6,000            |
| PITT & STONE STREET DRAINAGE PROJECT (CRA)                                 | \$ 293,304                | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 293,304          |
| SIDEWALKS (CRA)                                                            | \$ 10,000                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 10,000           |
| <b>TOTAL EXPENDITURES</b>                                                  | <b>\$ 5,078,928</b>       | <b>\$ 725</b>                                  | <b>\$ 4,441,948</b>                          | <b>\$ 32,080</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ 9,553,681</b> |
| Fund Balance/Reserve/Net Assets-General Fund Operations                    | \$ 39,397                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 39,397           |
| Fund Balance/Reserve/Net Assets-Police Impact Fees                         | \$ -                      | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ -                |
| Fund Balance/Reserve/Net Assets- Parks & Rec. Impact Fees                  | \$ -                      | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ -                |
| Fund Balance/Reserve/Net Assets-CRA-Tax District                           | \$ 22,810                 | \$ -                                           | \$ -                                         | \$ -             | \$ -                    | \$ -        | \$ 22,810           |
| Fund Balance/Reserve/Net Assets- Water TIE Fees                            | \$ -                      | \$ -                                           | \$ 15,000                                    | \$ -             | \$ -                    | \$ -        | \$ 15,000           |
| Fund Balance/Reserves/net Assets-Wastewater TIE Fees                       | \$ -                      | \$ -                                           | \$ 25,000                                    | \$ -             | \$ -                    | \$ -        | \$ 25,000           |
| Fund Balance/Reserves/Net Assets-Enterprise Fund Operations                | \$ -                      | \$ -                                           | \$ 63,652                                    | \$ -             | \$ -                    | \$ -        | \$ 63,652           |
| <b>TOTAL FUND BALANCES/RESERVES,NET ASSETS</b>                             | <b>\$ 62,207</b>          | <b>\$ 3,825</b>                                | <b>\$ 103,652</b>                            | <b>\$ -</b>      | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ 169,684</b>   |
| <b>TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES &amp; BALANCES</b> | <b>\$ 5,141,135</b>       | <b>\$ 4,550</b>                                | <b>\$ 4,545,600</b>                          | <b>\$ 32,080</b> | <b>\$ -</b>             | <b>\$ -</b> | <b>\$ 9,723,365</b> |

The Tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record

**RESOLUTION NO. R2010-29**

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA  
ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR  
CITY OF WILDWOOD, FLORIDA; PROVIDING FOR AN  
EFFECTIVE DATE

WHEREAS, City of Wildwood, Florida, OF SUMTER COUNTY, FLORIDA on September 14, 2010, adopted fiscal year 2011 tentative millage rate 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 \$287,389,143.

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

1. The Fiscal year 2011 FINAL operating millage rate is **4.2145%** mills which is greater than the rolled back rate **4.1016** by **2.75%**.
2. The voted debt service millage is 0%.
3. This resolution shall take effect immediately up its adoption.

DONE AND RESOLVED, this 28TH day of September 2010.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

**RESOLUTION NO. R2010-30**

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA  
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2011;  
PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission of the City of Wildwood, Sumter County, Florida on September 14, 2010, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Commission of the City of Wildwood, Sumter County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal year 2011 in the amount of \$9,723,365.

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

1. The Fiscal Year – 2011 FINAL Budget be adopted.
2. This resolution shall take effect immediately upon its adoption.

**DONE AND RESOLVED**, this 28<sup>TH</sup> day of September, 2010.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

S E A L

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

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

**ORDINANCE NO. O2010-18**

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING SECTION 2-121, CITY OF WILDWOOD CODE; PROVIDING THE CITY OF WILDWOOD POLICE DEPARTMENT WITH THE AUTHORITY TO ACT AS CODE INSPECTOR; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. Section 2-121, City of Wildwood Code, is amended as follows (cross throughs (-) shall indicate deletions and underlines (   ) shall indicate additions):

Sec. 2-121. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Code* means any of the several chapters of the city's Code or its ordinances on zoning and development regulations or any other codes or technical codes of the city.

*Code inspector* or *inspector* means any authorized agent or employee of the city whose duty it is to assure code compliance. Code inspector includes any police officer.

*Legal counsel* means the city attorney, who shall represent the city, or its special master.

*Repeat violation* means a violation of a provision of a code or ordinance by a person whom the code enforcement special master has previously found to have violated the same provision within five years prior to the violation.

*Violator* means the property, tenant, or business entity of the premises, or any combination thereof.

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

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

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

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

SEAL

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

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

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

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

Approved as to form:

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

**CITY COMMISSION OF THE CITY OF WILDWOOD****EXECUTIVE SUMMARY****SUBJECT:** Triumph South**REQUESTED ACTION:** Approval of Step II (preliminary plan) of the Subdivision Review for Triumph South

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 8/23/10  
 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:**

Project: Triumph South  
 Parcel Numbers: D32=040, D32=136 and D32=140  
 Property Location: CR 462  
 Owner: Wildwood Sumter Holdings, LLC/Engineer: Farner, Barley & Associates

The applicant seeks final approval from the City Commission for approval of Step II (Preliminary Plan) for the Triumph South development. The proposed development consists of 70 single family residential units and 40 condominium units to be constructed in phases.

As you are aware, Triumph South has an approved Planned Unit Development zoning which is in compliance with the City's Comprehensive Plan. The next step in the process is for the development to go through subdivision review.

A Subdivision Advisory Committee meeting was held on August 11, 2010 where technical issues of the project were discussed. City department heads, City Engineer, City Manager, County representatives and utility providers were present at the meeting and gave input.

Upon approval of the preliminary plan, the project will move forward to completing engineering review and application for final plat. The final plat will be considered by the Commission for final approval.

Melanie Peavy  
 Development Services Director

**SUBDIVISION ADVISORY COMMITTEE  
RECOMMENDATION**

---

**Project Summary:**

Residential development consisting of 70 single family residential lots and 40 condo units to be built in separate phases. Development is located off of CR 462 in an area of future residential and institutional uses.

The case below was heard on Wednesday, August 11, 2010 by the Subdivision Advisory Committee. The applicant seeks final approval from the City Commission for Step II of Subdivision Review.

**Case:** SAC 1007-03

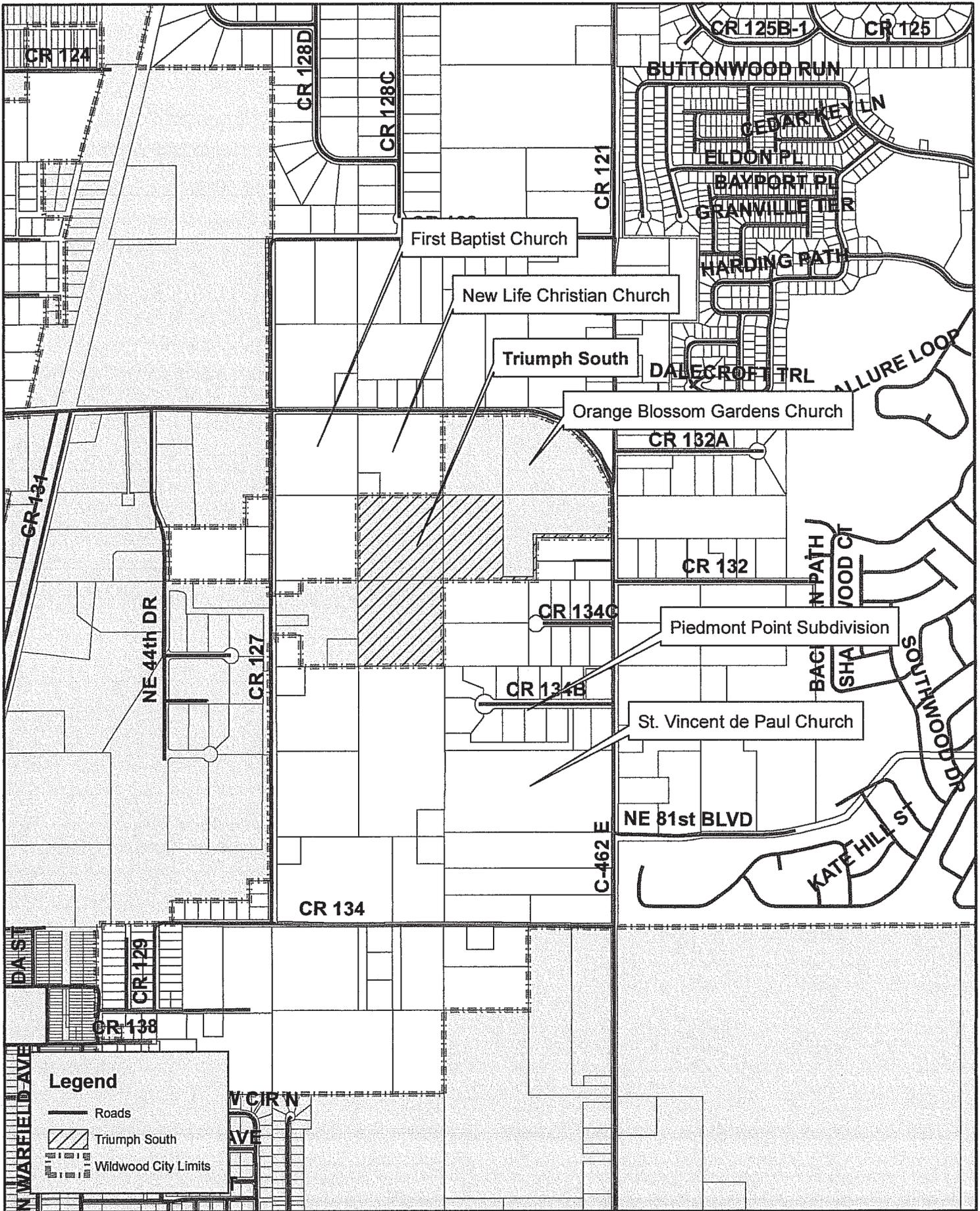
**Applicant:** Wildwood Sumter Holdings

**Engineer:** Farner, Barley & Associates, LLC

The Subdivision Advisory Committee recommends approval of Step II (preliminary plat) and that the project move forward to complete engineering review and begin the platting process.

Dated: 8/18/10

Melanie D. Peavy  
Melanie Peavy  
Development Services Director



City of Wildwood, Florida  
Triumph South



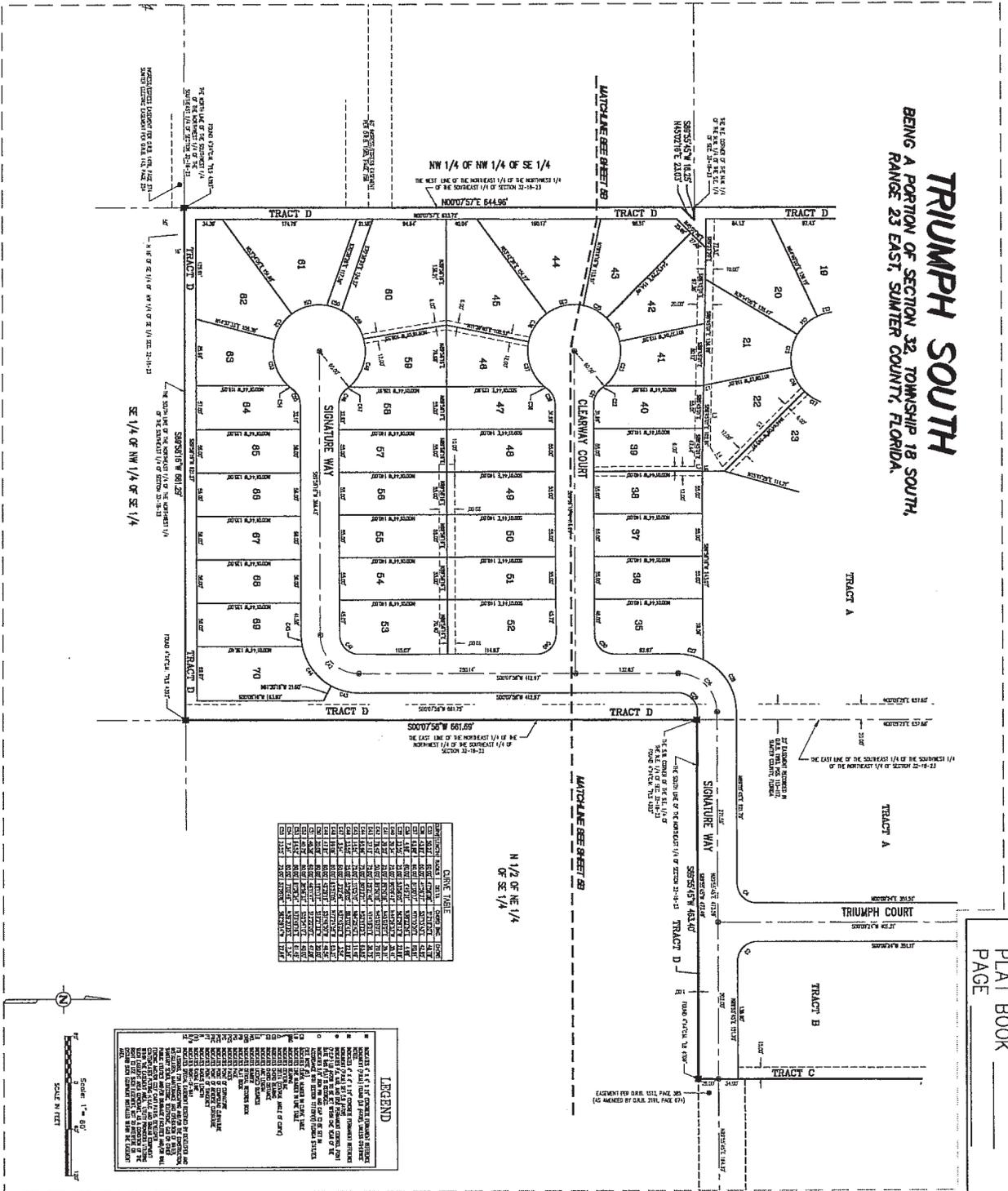
1 inch = 1,000 feet



S:\SPATER\WVH-VILLAGES PROJECTS\TRIUMPH SOUTH\WVH\CONSTRUCTION\2020\15-PLAT.dwg, 6/7/2018 5:43:16 AM, 10/4/2018, 10/31/2018, 10/31/2018

# TRIUMPH SOUTH

BEING A PORTION OF SECTION 32, TOWNSHIP 18 SOUTH,  
RANGE 23 EAST, SUMNER COUNTY, FLORIDA.



| COMMON ABBREVIATIONS |                         |
|----------------------|-------------------------|
| AC                   | ACRES                   |
| ADJ                  | ADJACENT                |
| AL                   | ALIGNED                 |
| AN                   | ANNEXED                 |
| AP                   | APPROXIMATE             |
| AS                   | AS SHOWN                |
| ASST                 | ASSISTANT               |
| AV                   | AVENUE                  |
| B                    | BLOCK                   |
| B.C.                 | BEARING CORNER          |
| B.M.                 | BENCH MARK              |
| B.P.                 | BENCH POINT             |
| B.S.                 | BENCH SURVEY            |
| B.T.                 | BENCH TRAIL             |
| B.V.                 | BENCH VERTICALLY        |
| B.W.                 | BENCH WIDTH             |
| B.Y.                 | BENCH YEAR              |
| C                    | CORNER                  |
| C.C.                 | CORNER CORNER           |
| C.D.                 | CORNER DISTANCE         |
| C.F.                 | CORNER FACE             |
| C.L.                 | CORNER LINE             |
| C.M.                 | CORNER MARK             |
| C.N.                 | CORNER NUMBER           |
| C.P.                 | CORNER POINT            |
| C.R.                 | CORNER RECORD           |
| C.S.                 | CORNER SURVEY           |
| C.T.                 | CORNER TRAIL            |
| C.V.                 | CORNER VERTICALLY       |
| C.W.                 | CORNER WIDTH            |
| C.Y.                 | CORNER YEAR             |
| D                    | DISTANCE                |
| D.C.                 | DISTANCE CORNER         |
| D.F.                 | DISTANCE FACE           |
| D.L.                 | DISTANCE LINE           |
| D.M.                 | DISTANCE MARK           |
| D.N.                 | DISTANCE NUMBER         |
| D.P.                 | DISTANCE POINT          |
| D.R.                 | DISTANCE RECORD         |
| D.S.                 | DISTANCE SURVEY         |
| D.T.                 | DISTANCE TRAIL          |
| D.V.                 | DISTANCE VERTICALLY     |
| D.W.                 | DISTANCE WIDTH          |
| D.Y.                 | DISTANCE YEAR           |
| E                    | END                     |
| E.C.                 | END CORNER              |
| E.F.                 | END FACE                |
| E.L.                 | END LINE                |
| E.M.                 | END MARK                |
| E.N.                 | END NUMBER              |
| E.P.                 | END POINT               |
| E.R.                 | END RECORD              |
| E.S.                 | END SURVEY              |
| E.T.                 | END TRAIL               |
| E.V.                 | END VERTICALLY          |
| E.W.                 | END WIDTH               |
| E.Y.                 | END YEAR                |
| F                    | FACE                    |
| F.C.                 | FACE CORNER             |
| F.F.                 | FACE FACE               |
| F.L.                 | FACE LINE               |
| F.M.                 | FACE MARK               |
| F.N.                 | FACE NUMBER             |
| F.P.                 | FACE POINT              |
| F.R.                 | FACE RECORD             |
| F.S.                 | FACE SURVEY             |
| F.T.                 | FACE TRAIL              |
| F.V.                 | FACE VERTICALLY         |
| F.W.                 | FACE WIDTH              |
| F.Y.                 | FACE YEAR               |
| G                    | GENERAL                 |
| G.C.                 | GENERAL CORNER          |
| G.F.                 | GENERAL FACE            |
| G.L.                 | GENERAL LINE            |
| G.M.                 | GENERAL MARK            |
| G.N.                 | GENERAL NUMBER          |
| G.P.                 | GENERAL POINT           |
| G.R.                 | GENERAL RECORD          |
| G.S.                 | GENERAL SURVEY          |
| G.T.                 | GENERAL TRAIL           |
| G.V.                 | GENERAL VERTICALLY      |
| G.W.                 | GENERAL WIDTH           |
| G.Y.                 | GENERAL YEAR            |
| H                    | HAND                    |
| H.C.                 | HAND CORNER             |
| H.F.                 | HAND FACE               |
| H.L.                 | HAND LINE               |
| H.M.                 | HAND MARK               |
| H.N.                 | HAND NUMBER             |
| H.P.                 | HAND POINT              |
| H.R.                 | HAND RECORD             |
| H.S.                 | HAND SURVEY             |
| H.T.                 | HAND TRAIL              |
| H.V.                 | HAND VERTICALLY         |
| H.W.                 | HAND WIDTH              |
| H.Y.                 | HAND YEAR               |
| I                    | INTERSECTION            |
| I.C.                 | INTERSECTION CORNER     |
| I.F.                 | INTERSECTION FACE       |
| I.L.                 | INTERSECTION LINE       |
| I.M.                 | INTERSECTION MARK       |
| I.N.                 | INTERSECTION NUMBER     |
| I.P.                 | INTERSECTION POINT      |
| I.R.                 | INTERSECTION RECORD     |
| I.S.                 | INTERSECTION SURVEY     |
| I.T.                 | INTERSECTION TRAIL      |
| I.V.                 | INTERSECTION VERTICALLY |
| I.W.                 | INTERSECTION WIDTH      |
| I.Y.                 | INTERSECTION YEAR       |
| J                    | JUNCTION                |
| J.C.                 | JUNCTION CORNER         |
| J.F.                 | JUNCTION FACE           |
| J.L.                 | JUNCTION LINE           |
| J.M.                 | JUNCTION MARK           |
| J.N.                 | JUNCTION NUMBER         |
| J.P.                 | JUNCTION POINT          |
| J.R.                 | JUNCTION RECORD         |
| J.S.                 | JUNCTION SURVEY         |
| J.T.                 | JUNCTION TRAIL          |
| J.V.                 | JUNCTION VERTICALLY     |
| J.W.                 | JUNCTION WIDTH          |
| J.Y.                 | JUNCTION YEAR           |
| K                    | KNOT                    |
| K.C.                 | KNOT CORNER             |
| K.F.                 | KNOT FACE               |
| K.L.                 | KNOT LINE               |
| K.M.                 | KNOT MARK               |
| K.N.                 | KNOT NUMBER             |
| K.P.                 | KNOT POINT              |
| K.R.                 | KNOT RECORD             |
| K.S.                 | KNOT SURVEY             |
| K.T.                 | KNOT TRAIL              |
| K.V.                 | KNOT VERTICALLY         |
| K.W.                 | KNOT WIDTH              |
| K.Y.                 | KNOT YEAR               |
| L                    | LINE                    |
| L.C.                 | LINE CORNER             |
| L.F.                 | LINE FACE               |
| L.L.                 | LINE LINE               |
| L.M.                 | LINE MARK               |
| L.N.                 | LINE NUMBER             |
| L.P.                 | LINE POINT              |
| L.R.                 | LINE RECORD             |
| L.S.                 | LINE SURVEY             |
| L.T.                 | LINE TRAIL              |
| L.V.                 | LINE VERTICALLY         |
| L.W.                 | LINE WIDTH              |
| L.Y.                 | LINE YEAR               |
| M                    | MARK                    |
| M.C.                 | MARK CORNER             |
| M.F.                 | MARK FACE               |
| M.L.                 | MARK LINE               |
| M.M.                 | MARK MARK               |
| M.N.                 | MARK NUMBER             |
| M.P.                 | MARK POINT              |
| M.R.                 | MARK RECORD             |
| M.S.                 | MARK SURVEY             |
| M.T.                 | MARK TRAIL              |
| M.V.                 | MARK VERTICALLY         |
| M.W.                 | MARK WIDTH              |
| M.Y.                 | MARK YEAR               |
| N                    | NUMBER                  |
| N.C.                 | NUMBER CORNER           |
| N.F.                 | NUMBER FACE             |
| N.L.                 | NUMBER LINE             |
| N.M.                 | NUMBER MARK             |
| N.N.                 | NUMBER NUMBER           |
| N.P.                 | NUMBER POINT            |
| N.R.                 | NUMBER RECORD           |
| N.S.                 | NUMBER SURVEY           |
| N.T.                 | NUMBER TRAIL            |
| N.V.                 | NUMBER VERTICALLY       |
| N.W.                 | NUMBER WIDTH            |
| N.Y.                 | NUMBER YEAR             |
| O                    | OPEN                    |
| O.C.                 | OPEN CORNER             |
| O.F.                 | OPEN FACE               |
| O.L.                 | OPEN LINE               |
| O.M.                 | OPEN MARK               |
| O.N.                 | OPEN NUMBER             |
| O.P.                 | OPEN POINT              |
| O.R.                 | OPEN RECORD             |
| O.S.                 | OPEN SURVEY             |
| O.T.                 | OPEN TRAIL              |
| O.V.                 | OPEN VERTICALLY         |
| O.W.                 | OPEN WIDTH              |
| O.Y.                 | OPEN YEAR               |
| P                    | POINT                   |
| P.C.                 | POINT CORNER            |
| P.F.                 | POINT FACE              |
| P.L.                 | POINT LINE              |
| P.M.                 | POINT MARK              |
| P.N.                 | POINT NUMBER            |
| P.P.                 | POINT POINT             |
| P.R.                 | POINT RECORD            |
| P.S.                 | POINT SURVEY            |
| P.T.                 | POINT TRAIL             |
| P.V.                 | POINT VERTICALLY        |
| P.W.                 | POINT WIDTH             |
| P.Y.                 | POINT YEAR              |
| Q                    | QUARTER                 |
| Q.C.                 | QUARTER CORNER          |
| Q.F.                 | QUARTER FACE            |
| Q.L.                 | QUARTER LINE            |
| Q.M.                 | QUARTER MARK            |
| Q.N.                 | QUARTER NUMBER          |
| Q.P.                 | QUARTER POINT           |
| Q.R.                 | QUARTER RECORD          |
| Q.S.                 | QUARTER SURVEY          |
| Q.T.                 | QUARTER TRAIL           |
| Q.V.                 | QUARTER VERTICALLY      |
| Q.W.                 | QUARTER WIDTH           |
| Q.Y.                 | QUARTER YEAR            |
| R                    | RECORD                  |
| R.C.                 | RECORD CORNER           |
| R.F.                 | RECORD FACE             |
| R.L.                 | RECORD LINE             |
| R.M.                 | RECORD MARK             |
| R.N.                 | RECORD NUMBER           |
| R.P.                 | RECORD POINT            |
| R.R.                 | RECORD RECORD           |
| R.S.                 | RECORD SURVEY           |
| R.T.                 | RECORD TRAIL            |
| R.V.                 | RECORD VERTICALLY       |
| R.W.                 | RECORD WIDTH            |
| R.Y.                 | RECORD YEAR             |
| S                    | SURVEY                  |
| S.C.                 | SURVEY CORNER           |
| S.F.                 | SURVEY FACE             |
| S.L.                 | SURVEY LINE             |
| S.M.                 | SURVEY MARK             |
| S.N.                 | SURVEY NUMBER           |
| S.P.                 | SURVEY POINT            |
| S.R.                 | SURVEY RECORD           |
| S.S.                 | SURVEY SURVEY           |
| S.T.                 | SURVEY TRAIL            |
| S.V.                 | SURVEY VERTICALLY       |
| S.W.                 | SURVEY WIDTH            |
| S.Y.                 | SURVEY YEAR             |
| T                    | TRAIL                   |
| T.C.                 | TRAIL CORNER            |
| T.F.                 | TRAIL FACE              |
| T.L.                 | TRAIL LINE              |
| T.M.                 | TRAIL MARK              |
| T.N.                 | TRAIL NUMBER            |
| T.P.                 | TRAIL POINT             |
| T.R.                 | TRAIL RECORD            |
| T.S.                 | TRAIL SURVEY            |
| T.T.                 | TRAIL TRAIL             |
| T.V.                 | TRAIL VERTICALLY        |
| T.W.                 | TRAIL WIDTH             |
| T.Y.                 | TRAIL YEAR              |
| U                    | UNIT                    |
| U.C.                 | UNIT CORNER             |
| U.F.                 | UNIT FACE               |
| U.L.                 | UNIT LINE               |
| U.M.                 | UNIT MARK               |
| U.N.                 | UNIT NUMBER             |
| U.P.                 | UNIT POINT              |
| U.R.                 | UNIT RECORD             |
| U.S.                 | UNIT SURVEY             |
| U.T.                 | UNIT TRAIL              |
| U.V.                 | UNIT VERTICALLY         |
| U.W.                 | UNIT WIDTH              |
| U.Y.                 | UNIT YEAR               |
| V                    | VERTICALLY              |
| V.C.                 | VERTICALLY CORNER       |
| V.F.                 | VERTICALLY FACE         |
| V.L.                 | VERTICALLY LINE         |
| V.M.                 | VERTICALLY MARK         |
| V.N.                 | VERTICALLY NUMBER       |
| V.P.                 | VERTICALLY POINT        |
| V.R.                 | VERTICALLY RECORD       |
| V.S.                 | VERTICALLY SURVEY       |
| V.T.                 | VERTICALLY TRAIL        |
| V.V.                 | VERTICALLY VERTICALLY   |
| V.W.                 | VERTICALLY WIDTH        |
| V.Y.                 | VERTICALLY YEAR         |
| W                    | WIDTH                   |
| W.C.                 | WIDTH CORNER            |
| W.F.                 | WIDTH FACE              |
| W.L.                 | WIDTH LINE              |
| W.M.                 | WIDTH MARK              |
| W.N.                 | WIDTH NUMBER            |
| W.P.                 | WIDTH POINT             |
| W.R.                 | WIDTH RECORD            |
| W.S.                 | WIDTH SURVEY            |
| W.T.                 | WIDTH TRAIL             |
| W.V.                 | WIDTH VERTICALLY        |
| W.W.                 | WIDTH WIDTH             |
| W.Y.                 | WIDTH YEAR              |
| X                    | X                       |
| X.C.                 | X CORNER                |
| X.F.                 | X FACE                  |
| X.L.                 | X LINE                  |
| X.M.                 | X MARK                  |
| X.N.                 | X NUMBER                |
| X.P.                 | X POINT                 |
| X.R.                 | X RECORD                |
| X.S.                 | X SURVEY                |
| X.T.                 | X TRAIL                 |
| X.V.                 | X VERTICALLY            |
| X.W.                 | X WIDTH                 |
| X.Y.                 | X YEAR                  |
| Y                    | YEAR                    |
| Y.C.                 | YEAR CORNER             |
| Y.F.                 | YEAR FACE               |
| Y.L.                 | YEAR LINE               |
| Y.M.                 | YEAR MARK               |
| Y.N.                 | YEAR NUMBER             |
| Y.P.                 | YEAR POINT              |
| Y.R.                 | YEAR RECORD             |
| Y.S.                 | YEAR SURVEY             |
| Y.T.                 | YEAR TRAIL              |
| Y.V.                 | YEAR VERTICALLY         |
| Y.W.                 | YEAR WIDTH              |
| Y.Y.                 | YEAR YEAR               |

**LEGEND**

1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE SPECIFIED.

2. ALL BEARINGS ARE TRUE BEARINGS UNLESS OTHERWISE SPECIFIED.

3. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

4. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

5. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

6. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

7. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

8. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

9. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.

10. ALL CORNERS ARE TO BE MARKED WITH IRON PIPES UNLESS OTHERWISE SPECIFIED.



PLAT BOOK  
PAGE \_\_\_\_\_

# CITY COMMISSION OF THE CITY OF WILDWOOD

## EXECUTIVE SUMMARY

**SUBJECT:** O'Dell PUD

Extension of O'Dell PUD/Ordinance #621

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 7/26/10  
 Special Meeting

**CONTRACT:**

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

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

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

- Annual  
 Capital  
 N/A

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

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**HISTORY/FACTS/ISSUES:**

Phillip C. O'Dell as Trustee is requesting a six (6) month extension of the O'Dell PUD approval – Ordinance #621, due to market conditions.

Ordinance #553 Section (k)(1) allows for the City Commission to grant extensions of approvals for periods of up to six (6) months provided the applicant can show good cause why said development was delayed under the originally approved development plan.

Therefore, staff recommends that the Commission grant the requested extension.

Melanie Peavy  
Development Services Director

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2009 4405



*C*

**ORDINANCE 621**

**AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, COUNTY OF SUMTER, STATE OF FLORIDA, AMENDING ORDINANCE NUMBER 435; RECLASSIFYING THE ZONING FROM GENERAL MIXED USE - GM TO PLANNED UNIT DEVELOPMENT FOR CERTAIN PROPERTY WITHIN THE CITY OF WILDWOOD, FLORIDA; OWNED BY PHILIP C. O'DELL, STEPHEN C. O'DELL AND JAMES M. O'DELL, JR., PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

100 North Main St  
Wildwood FL 34785

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

**Section 1: Property Description and Zoning Classification.**

- a. The following described property, owned by Philip Craig O'Dell, Stephen Carl O'Dell and James Milton O'Dell, Jr., is located in the City of Wildwood, Florida:

**LEGAL DESCRIPTION:**

**The N ½ of NW ¼ of Section 31, Township 18 S, Range 23 E, less lands in OR. 118, Page 91 of the Public Records of Sumter County, Florida, and less the NE ¼ of the NE ¼ if the NW ¼ and less road right of way of CR 466 and CR 209, as maintained. And the S ½ of the NW ¼ of Section 31, Township 18 S, Range 23 E, less road right-of-way of CR 209, as maintained. And the S ½ of the NE ¼ of Section 31, Township 18 S, Range 23 E, less road right-of-way of US Highway 301. And the W ½ of the SW ¼ of Section 31, Township 18 S, Range 23 E, less road right-of-way of CR 209 and CR 232, as maintained. And the E ½ of the SW ¼ of Section 31, Township 18 S, Range 23 E, less the road right-of-way of CR 232, as maintained. And the W ½ of the SE ¼ of Section 31, Township 18 S, Range 23 E, less the road right-of-way of CR 232, as maintained.**

- b. The above-described property shall be referred to in this ordinance as the PUD property.
- c. The PUD property consists of parcel numbers D31=006, D31=029, D31=030, D31=008, D31=010 and D31=007.
- d. The future land use of the property was amended to General Mixed Use (GM) on November 3, 2005, via Ordinance No. 435 and re-zoned to General Mixed Use (GM) on November 3, 2005, via Ordinance 436. The PUD property is now reclassified from

2009 4405



general mixed use to PUD as defined by the City of Wildwood Land Development Regulations.

**Section 2:** The PUD property is subject to the following terms and conditions:

**a. General**

1. Development of this project shall be governed by the contents of this document and applicable sections of the City of Wildwood Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City.
2. Where in conflict, the terms of this document shall take precedence over the City of Wildwood Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.
3. Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City of Wildwood Land Development Regulations.
4. The purpose of this PUD is to:
  - i. Meet the requirement, as set forth in City of Wildwood, Ordinance #431, that any parcel of property zoned General Mixed Use that is over ten acres must follow the PUD procedure;
  - ii. Provide for a mixed use development;
  - iii. Create an attractive and high-quality environment which is compatible with the scale and character of the local environment;
  - iv. Protect and enhance the environment, and promote sustainable development principles;
  - v. Develop a residential area that is safe, comfortable and attractive to pedestrians;
  - vi. Provide social and community facilities to serve the new development and to enhance existing provision in the area;
  - vii. Reinforce streets as public places that encourage pedestrian and bicycle travel;
  - viii. Maximize open space in the development.
  - ix. Participate in providing the alignment of CR 462 East and West.

**b. Land Uses**

The proposed Planned Unit Development plan, attached hereto as Exhibit "A", is incorporated into this ordinance. Elements in the proposed plan include residential, office, commercial. The overall project density is 1.62 units per acre. The approximate acreage devoted to each land use shall be as follows:

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

2009 4405



Multi-family/Townhomes 42.6 acres: 438 units/10.2 units per acre  
 Single Family: 312 units  
 Commercial 36 acres: Maximum 100,000 Square Feet  
 Office 9.04 acres: Maximum 102,000 Square Feet  
 Minimum Open Space: 25% or 115.5 acres

Non-substantial deviations from the acreages shall be allowed provided there is no increase in density or intensity. The following matrix may be allowable as market conditions allow:

| O'Dell Planned Development |                    |                      |               |                             |                            |
|----------------------------|--------------------|----------------------|---------------|-----------------------------|----------------------------|
| Option A                   |                    |                      |               |                             |                            |
| Phase                      | Area<br>(in acres) | Apt/Twnhs<br>(units) | SF<br>(units) | Commercial<br>(square feet) | Office<br>(square feet)    |
| I                          | 22.5               | 330                  |               |                             |                            |
|                            | 28.86              |                      |               | 80,000                      |                            |
|                            | 0                  |                      | 0             |                             |                            |
|                            | 0                  |                      |               |                             | 0                          |
| Phase Total                | 85.22              | 330                  | 0             | 80,000                      | 0                          |
| II                         | 10                 | 108                  |               |                             |                            |
|                            | 31.24              |                      | 161           |                             |                            |
|                            | 7.42               |                      |               | 20,000                      |                            |
|                            | 9.04               |                      |               |                             | 102,000                    |
| Phase Total                | 154.93             | 108                  | 161           | 20,000                      | 102,000                    |
| III                        | 49.13              |                      | 136           |                             |                            |
|                            | 0                  |                      |               | 0                           |                            |
|                            | 0                  | 0                    |               |                             |                            |
|                            | 0                  |                      |               |                             | 0                          |
| Phase Total                | 220.41             | 0                    | 136           | 0                           | 0                          |
| <b>TOTAL</b>               | <b>460.58</b>      | <b>438 DU</b>        | <b>297 DU</b> | <b>100,000 Square Feet</b>  | <b>102,000 Square Feet</b> |

| Option B |                    |                      |               |                             |                         |
|----------|--------------------|----------------------|---------------|-----------------------------|-------------------------|
| Phase    | Area<br>(in acres) | Apt/Twnhs<br>(units) | SF<br>(units) | Commercial<br>(square feet) | Office<br>(square feet) |
| I        | 22.5               | 330                  |               |                             |                         |
|          | 18.8               |                      |               | 40,000                      |                         |

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

100 N Main Street  
 Wildwood FL 34785

2009 4405



|                    |               |               |               |                            |                            |
|--------------------|---------------|---------------|---------------|----------------------------|----------------------------|
|                    | 10            |               | 0             |                            | 102,000                    |
|                    | 0             |               |               |                            | 0                          |
| <b>Phase Total</b> | <b>85.22</b>  | <b>330</b>    | <b>0</b>      | <b>40,000</b>              | <b>102,000</b>             |
| <b>II</b>          | <b>10</b>     | <b>108</b>    |               |                            |                            |
|                    | 16.46         |               |               | 40,000                     |                            |
|                    | 31.24         |               | 161           |                            |                            |
|                    | 0             |               |               |                            | 0                          |
| <b>Phase Total</b> | <b>154.93</b> | <b>108</b>    | <b>161</b>    | <b>40,000</b>              | <b>0</b>                   |
| <b>III</b>         | <b>22.5</b>   |               | <b>136</b>    |                            |                            |
|                    | 0             | 0             |               |                            |                            |
|                    | 0             |               |               | 0                          |                            |
|                    | 0             |               |               |                            | 0                          |
| <b>Phase Total</b> | <b>220.41</b> | <b>0</b>      | <b>136</b>    | <b>0</b>                   | <b>0</b>                   |
| <b>TOTAL</b>       | <b>460.58</b> | <b>438 DU</b> | <b>297 DU</b> | <b>100,000 Square Feet</b> | <b>102,000 Square Feet</b> |

| Option C           |                    |                      |               |                             |                            |
|--------------------|--------------------|----------------------|---------------|-----------------------------|----------------------------|
| Phase              | Area<br>(in acres) | Apt/Twnhs<br>(units) | SF<br>(units) | Commercial<br>(square feet) | Office<br>(square feet)    |
| <b>I</b>           | <b>32.5</b>        | <b>438</b>           |               |                             |                            |
|                    | 18.8               |                      |               | 40,000                      |                            |
|                    | 0                  |                      | 0             |                             |                            |
|                    | 0                  |                      |               |                             | 0                          |
| <b>Phase Total</b> | <b>85.22</b>       | <b>438</b>           | <b>0</b>      | <b>40,000</b>               | <b>0</b>                   |
| <b>II</b>          | <b>9.04</b>        |                      |               |                             | <b>102,000</b>             |
|                    | 31.24              |                      | 161           |                             |                            |
|                    | 17.42              |                      | 0             | 60,000                      |                            |
|                    | 0                  | 0                    |               |                             |                            |
| <b>Phase Total</b> | <b>154.93</b>      | <b>0</b>             | <b>161</b>    | <b>60,000</b>               | <b>102,000</b>             |
| <b>III</b>         | <b>22.5</b>        |                      | <b>136</b>    |                             |                            |
|                    | 0                  |                      |               | 0                           |                            |
|                    | 0                  |                      | 0             |                             |                            |
|                    | 0                  |                      |               |                             | 0                          |
| <b>Phase Total</b> | <b>220.41</b>      | <b>0</b>             | <b>136</b>    | <b>0</b>                    | <b>0</b>                   |
| <b>TOTAL</b>       | <b>460.58</b>      | <b>438 DU</b>        | <b>297 DU</b> | <b>100,000 Square Feet</b>  | <b>102,000 Square Feet</b> |

| Option D |  |  |  |  |  |
|----------|--|--|--|--|--|
|          |  |  |  |  |  |

1. (D) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions



100 N Main St  
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| Phase        | Area<br>(in acres) | Apt/Twnhs<br>(units) | SF<br>(units) | Commercial<br>(square feet) | Office<br>(square feet)    |
|--------------|--------------------|----------------------|---------------|-----------------------------|----------------------------|
| I            | 32.5               | 438                  |               |                             |                            |
|              | 9.4                |                      |               | 20,000                      |                            |
|              | 9.4                |                      |               |                             | 50,100                     |
|              | 0                  |                      | 0             |                             |                            |
| Phase Total  | 85.22              | 438                  | 0             | 20,000                      | 50,100                     |
| II           | 5.02               |                      |               |                             | 50,100                     |
|              | 21.44              |                      |               | 80,000                      |                            |
|              | 31.24              |                      | 161           |                             |                            |
|              | 0                  |                      |               |                             |                            |
| Phase Total  | 154.93             | 0                    | 161           | 80,000                      | 50,100                     |
| III          | 22.5               |                      | 136           |                             |                            |
|              | 0                  |                      |               | 0                           |                            |
|              | 0                  | 0                    |               |                             |                            |
|              | 0                  |                      |               |                             | 0                          |
| Phase Total  | 220.41             | 0                    | 136           | 0                           | 0                          |
| <b>TOTAL</b> | <b>460.58</b>      | <b>438 DU</b>        | <b>297 DU</b> | <b>100,000 Square Feet</b>  | <b>102,000 Square Feet</b> |

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

Commercial uses to be approved for use within O'Dell Planned Development are most uses allowed in the "C" zoning designation that are listed in the City of Wildwood's Land Development Regulations on pages LDR3:33, LDR3:34 and LDR3:35. Commercial uses will comply with a front setback of 25-feet, a side setback of 0-feet and rear setbacks of 15-feet, except where the City of Wildwood Commercial Development Standards mandate the use of different standards. The maximum lot coverage is .6 on a commercial parcel.

The following uses are permitted with the proposed Planned Development

- (A) Retail commercial outlets for the sale of food (such as restaurants or grocery stores), wearing apparel, fabric, toys, sundries, and notions, books and stationery, leather goods and luggage, jewelry (including repair), art, cameras or photographic supplies (including camera repair), sporting goods, musical instruments, televisions and radios (including repair incidental to sales), drugs, plants and garden supplies (including outside storage of plants and materials), automotive vehicle parts and accessories (but not junk yards or automotive wrecking yards), hardware, new and used automobiles, motorcycles, trucks, tractors, mobile homes, boats, heavy machinery and equipment, dairy supplies, feed, fertilizer, lumber building supplies and monuments, bus and other transportation terminals, florist or gift

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shops, delicatessen, bake shop (but not wholesale bakery), hobby shops and pet shops (but not animal kennels).

- (C) Service establishments such as a barber or beauty shop, shoe repair shop, restaurant, interior decorator, photographic studio, art or dance or music studio, reducing salon or gymnasium, animal grooming, self-service laundry or dry cleaner, tailor or dressmaker, laundry or dry cleaning pickup station, repair and service garage, motor vehicle body shop, car wash, plant nursery or landscape contractor, carpenter or cabinet shop, home equipment rental, upholstery shop, marina, commercial water softening establishment, rental of automotive vehicles, trailers and trucks, or auction house.
- (D) Service establishments such as a radio or television station, funeral home, radio and television repair shop, appliance repair shop, letter shop, printing establishment, or pest control.
- (F) Medical or dental offices, clinics, and laboratories.
- (G) Business and professional offices.
- (J) Banks and financial institutions.
- (K) Express or parcel delivery office.
- (L) Research laboratories and activities in completely enclosed buildings.
- (M) Hotels, motels, recreational vehicle parks and related facilities.
- (N) All similar uses and the uses which do not conflict with or interfere with uses specifically listed as allowable.

Also permitted are:

- (A) A wholesale, warehouse, or storage use.
- (B) Bar, tavern or cocktail lounge, for sale of alcoholic beverages.
- (D) Automotive service stations, excluding motor vehicle service and repair.

c. Residential

The multi-family/townhome portion of the development consists of 438 units on 42.6 acres. The maximum density shall be 15 units per acre. The single-family portion will consist of 312 units in approximately 81± acres, maximum density 4 units per acre. These are the net density calculations.

d. Recreation

1. (D) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

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Amenities shall be provided as outlined in the City's Residential Design Standards.

**e. Residential Standards**

**Multi-Family:**

The minimum distance between structures shall be 20'. Buffer requirements as set forth in the Commercial/Residential design standards must be met.

Maximum Building Height: 3 stories or 35 feet, unless jointly approved by the Sumter County Fire Department and the City Commission.

**Single-Family:**

The minimum lot size shall be 7500 SF. Lot Set-backs shall be 25' Front, 5' Sides and 15' Rear.

**f. Building Design**

1. Residential building design shall be in compliance with the City's Residential Design Standards.
2. Commercial building design shall be in compliance with the City's Commercial Design Standards. Neighborhood Commercial shall be applied to all commercial and office areas with the exception of the Commercial area that abuts US 301 where Highway Commercial will apply.

**g. Open Space**

The minimum allocation of open space areas shall be the following:

Open Space: 115.5 acres

The open space shall include, but not be limited to, project buffer areas, recreation areas, draining areas, portions of retention areas, landscaped areas and community parks. The open space shall be interconnected wherever possible to provide a continuous network within and adjoining the site. Open space shall be calculated as specified in Ordinance #553.

**h. Public Facilities**

1. Potable Water and Wastewater.

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

WILWOOD FL 34785

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The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any permits being issued for any structure (except temporary construction uses) on the Project. Expansion of the City Potable Water and Sanitary Sewer systems shall be negotiated by separated Developer's Agreement between the City and the Owner/Developer. Said agreement shall specify cost and timetables for delivery of services. Purple line for well shall be installed to convert to re-use lines for irrigation.

2. Solid Waste.

Waste services shall be provided by the City of Wildwood.

3. Drainage

The maintenance of the drainage system shall be the responsibility of the property owner.

4. Transportation

- i. There shall be a minimum of two (2) ingress and egress points for the Project. The location shall be determined by Sumter County, Florida Department of Transportation and the City of Wildwood.
- ii. Project will comply with City of Wildwood concurrency program at the time of site plan approval.
- iii. Project will provide right-of-way for CR 205, US 301 and CR 462, and receive credit for value from the appropriate government agency for the amount over and above.
- iv. Project will construct two lanes on CR 462 on Phase I or the City of Wildwood loop road.

[mdp1]

5. Streets and Sidewalks.

- i. Streets and sidewalks will conform to the City of Wildwood specifications as required per Commercial/Residential Design Standards

i. **Landscaping Requirements**

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

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100 N Main St  
Wildwood Fl 34785

All landscaping and buffer requirements shall be in accordance with the City's Design Standards.

1. All landscaped and common areas shall be irrigated in accordance with the City's Residential and Commercial Design Standards.
2. All landscaping shall have appropriate irrigation and shall utilize reclaimed water if appropriate.
3. Any tree removal or replacement will be subject to the City's Tree Ordinance #594.

**j. Lighting**

All exterior lighting shall be provided as required in the City's Commercial or Residential Design Standards.

**k. Utilities**

All utilities shall be underground. Developer is responsible for running utilities underground.

**l. Signage**

All signage shall comply with the City's Commercial Design Standards. If signage occurs in City of Wildwood easements, developer/owner shall be responsible for any damage to signage as caused by the City's use of its easement.

**m. Maintenance of Common Areas**

Maintenance and repair of structures, lawn mowing, and landscaping maintenance of all common and residential areas within the Project shall be the responsibility of the property owner, at no cost or obligation to the City. Guidelines shall be agreed upon by the developer and the City of Wildwood. Should the landlord/property owner/developer fail to timely perform these requirements, the City has the right to enforce these requirements on the landlord/property owner/developer and be reimbursed for reasonable attorney's fees, costs and expenses. In addition, landlord/property owner/developer shall adhere to any requirements as set forth by the City's Land Development Regulations and Commercial/Residential Design Standards.

**n. Enforcement of Rules and Regulations**

The developer/owner shall develop and provide rules and regulations which shall be binding and enforceable upon all tenants. Such rules and regulations shall be satisfactory

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

2009 4405



to the City of Wildwood or its designated agent prior to permits being issued for construction of the improvements. If the property owner/landlord fails to enforce the rules and regulations, then the City of Wildwood shall have the right, but not the obligation, to enforce such rules and regulations upon the developer or landlord and the City should be entitled to reasonable attorney's fees and costs for enforcement regardless of whether or not a suit has been filed.

**o. Impact Fees**

The Project shall be subject to all impact fees applicable at the time of permitting. All impact fees are to be paid before issuance of any building permit. Proof of Sumter County impact fees paid shall be provided to the City of Wildwood. Any impact fees adopted by the City of Wildwood, Sumter County or the Sumter County School Board prior to issuance of building permits shall also be applicable to the Project. All impact fee credits for right-of-way donations and road construction completed by this project will be subject to an appropriate agreement with the appropriate government agencies.

**p. Amendments**

Any substantial deviation from the PUD Concept Plan, or deviation from the terms of this Ordinance, shall be approved by the City Commission in accordance with the legal procedures to amend zoning ordinances.

**q. Expiration of PUD**

Actual construction must begin within the planned unit development within 24 months of the adoption of the PUD agreement and rezoning to PUD. If no significant construction has started on the approved PUD within the allotted time frame, the conceptual development plan shall lapse and be of no further effect. If the conceptual plan lapses under the provisions of this code, the PUD site reverts to the original zoning classification. The City Commission may extend the PUD for periods of up to six months provided the applicant can show good cause why said development was delayed under the originally approved development plan.

[mdp2]

**Section 3: Consistent with Comprehensive Plan.**

The zoning classification of the PUD property is consistent with the Comprehensive Plan of the City of Wildwood, Florida.

**Section 4: Official Zoning Map.**

The Development Services Director, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Wildwood, Florida, to include said designation.

**Section 5: Severability.**

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

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If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 6: Conflict.**

That portion of Ordinance 435 related to this property in conflict herewith is hereby repealed. All other portions of Ordinance 435 remain in full force and effect. With regard to the PUD property, this ordinance shall prevail if there is a conflict with any other ordinance. However, to the extent there is no conflict, all other ordinances are applicable to the PUD property.

**Section 7: Effective Date.**

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

PASSED AND ORDAINED in regular session of the City Commission of the City of Wildwood, Sumter County, Florida, this 10<sup>th</sup> day of November, 2008.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST:

Joseph Jacobs  
Joseph Jacobs, City Clerk

Ed Wolf  
Ed Wolf, Mayor

First Reading: 10-27-08  
Second Reading: 11-10-08

Approved as to Form:

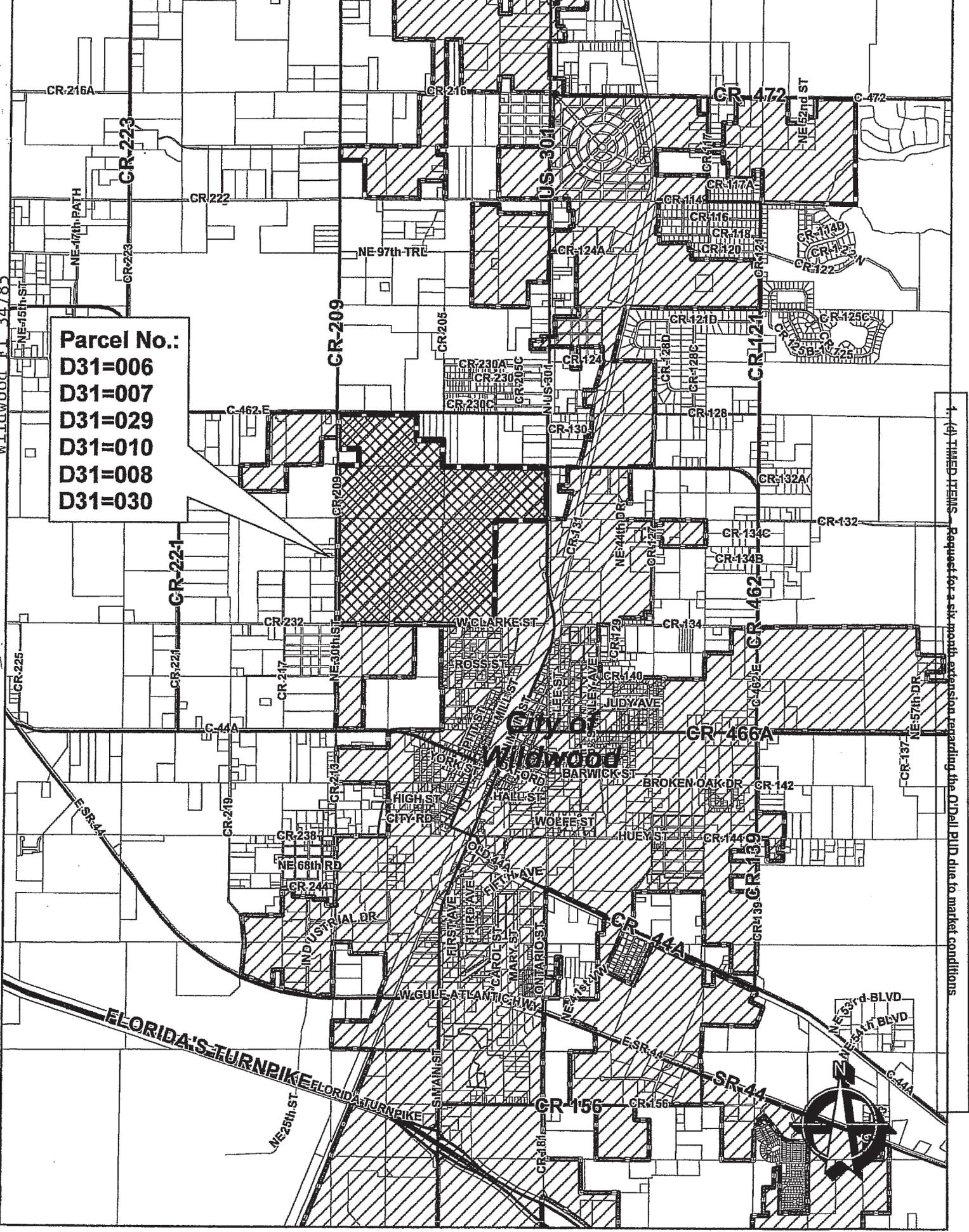
Jerry A. Blair  
Jerry A. Blair  
City Attorney

1. (d) TIMED ITEMS - Request for a six month extension regarding the O'Dell PUD due to market conditions

Return to: City of Wildwood  
100 N Main Street  
Wildwood FL 34785

100 N Main Street  
Wildwood FL 34785

**Parcel No.:**  
D31=006  
D31=007  
D31=029  
D31=010  
D31=008  
D31=030



1. (4) TIMED ITEMS Request for a six month extension regarding the O'Dell PUD due to market conditions

September 8, 2010

Melanie Peavy  
C/O City of Wildwood  
100 North Main Street  
Wildwood, FL 34785

Re: Extension of PUD of 460 Acre O'Dell Farm

Dear Mrs. Peavy:

The PUD approved in 2008 expires in October 2010. The market conditions are working against us to sell and we are requesting for an 6 Month extension.

Sincerely,

  
Phillip C. O'Dell, Trustee

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Kangaroo Store/The Pantry, Inc.

**REQUESTED ACTION:** Final approval of the site plan for construction of a new 3,813 SF gas station and convenience store located on the NW corner of US 301 and C-472

Work Session (Report Only)    **DATE OF MEETING:** 8/28/10  
 Regular Meeting                       Special Meeting

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

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

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

### HISTORY/FACTS/ISSUES:

Case #SP 210-07-01 went before the Planning & Zoning Board on July 6, 2010. The Planning & Zoning Board/Special Magistrate recommended approval contingent on the resolution of outstanding engineering issues and approval of the traffic analysis. At this time, the applicant has resolved the outstanding engineering and traffic issues with the exception of the rear lighting.

The proposed store will be replacing the store that currently exists at CR114 and US 301 that has been affected by the US 301 road improvements.

Therefore, staff recommends that the Commission accept the Planning & Zoning Board's recommendation subject to approval, exemption or permitting of the project by all agencies of competent jurisdiction and resolution of the lighting issue.

Melanie Peavy  
Development Services Director

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

---

The case below was heard on Tuesday, July 6, 2010 by the Special Magistrate. The applicant seeks final approval from the City Commission of the site plan for the construction of a new 3,813 SF gas station and convenience store.

**Case:** SP 2010-07-01

**Applicant/Owner:** The Pantry, Inc./CLD Properties, LLP

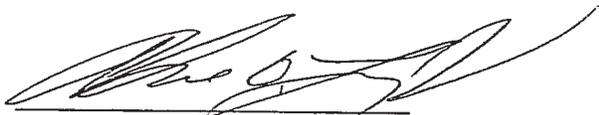
**Engineer:** Barry M. Fay, P.E.

Based on the City of Wildwood Land Development Regulations Chapter 4.4 the Special Magistrate recommends **approval** of the Site Plan with the following contingencies:

1. Approval, exemption or permitting of the project by all agencies of competent jurisdiction;
2. Resolution of any outstanding engineering issues as stated in the review comments dated May 28, 2010;
3. Approval of the traffic analysis and any potential-mitigation strategy by the Lake~Sumter MPO; and
4. Resolution of any and all outstanding issues being stipulated in the for of a binding contract/developer's agreement, acceptable to the Commission.

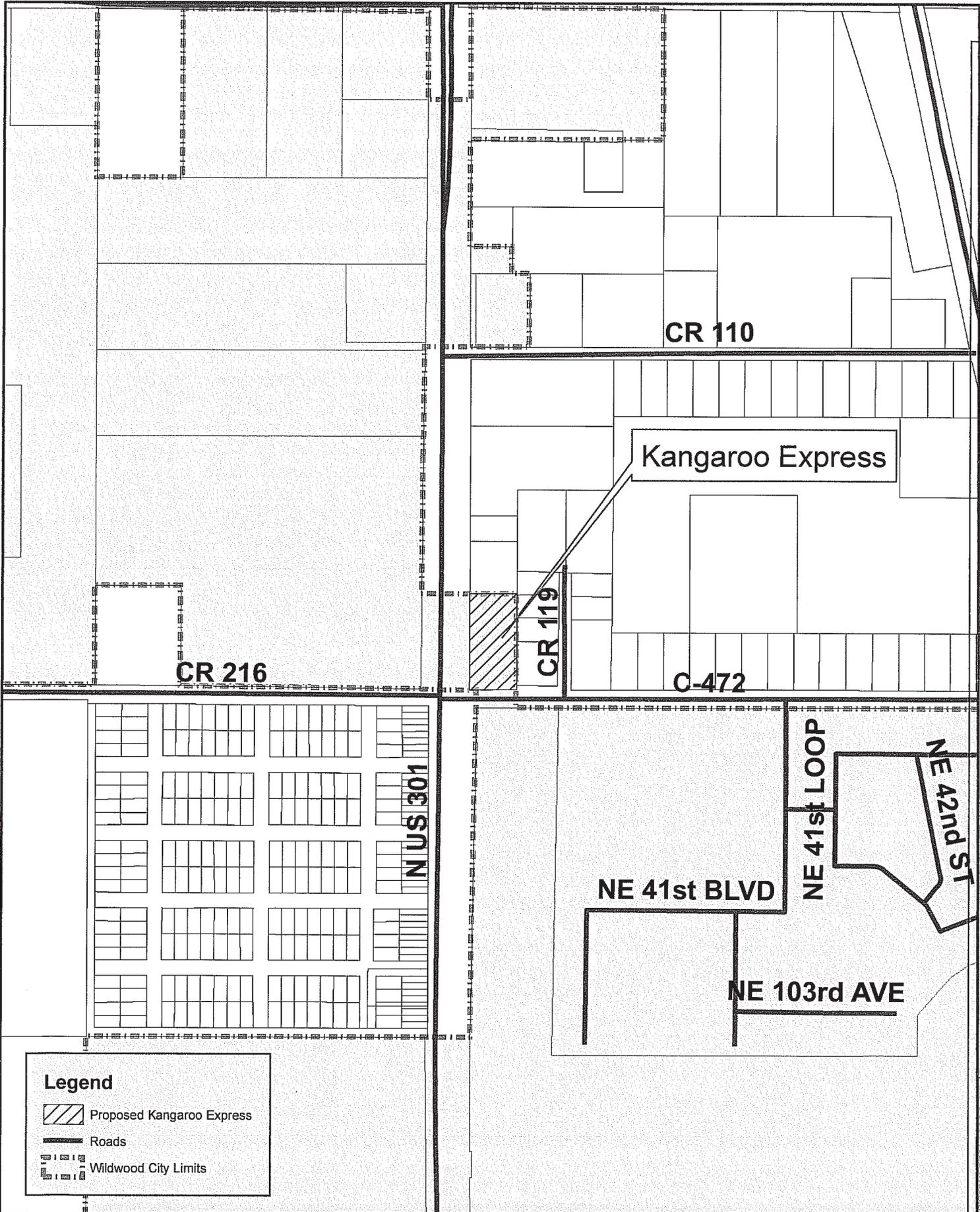
Dated: \_\_\_\_\_

7/20/10



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

1. (e) TIMED ITEMS Review/Final approval requested for the site plan of the Kangaroo Store/The Pantry, Inc. to be located at CR472/US301 (replaces current store at CR114/US301, disturbed by the US301 road widening)



**Legend**

-  Proposed Kangaroo Express
-  Roads
-  Wildwood City Limits



**Proposed Kangaroo Express Gas/Convenience Station  
City of Wildwood, Florida**





## Shelley Martin

**From:** Marcondes, Olga [omarcondes@lakesumtermo.com]  
**Sent:** Friday, September 17, 2010 4:55 PM  
**To:** 'Shelley Martin'  
**Cc:** Richmond, Pamela  
**Subject:** RE: Kangaroo Store

Good Afternoon Shelley;

I have reviewed the revised traffic impact study for the proposed service/gas station located at the northeast corner of the intersection of CR 472 and US 301. The development will consist of 12 fuel stations along with a 2,200 SF convenience store and a 1,100 SF fast food restaurant without a drive-thru.

The table below shows the trip generation volumes calculated based upon the size and extent of the proposed development.

| LAND USE                          | AMOUNT           | 24 HOURS VOLUME |       |      | AM PE/ |
|-----------------------------------|------------------|-----------------|-------|------|--------|
|                                   |                  | TOTAL           | ENTER | EXIT | TOTAL  |
| Gas Station w/ Convenience Market | 12 Fuel Stations | 1,953           | 977   | 976  | 122    |

The next table shows the adjusted volumes based on 50% pass-by for the PM peak hour.

| LAND USE                          | TRIP GENERATION VOLUME |       |      | % INTRNL CAPTURE | EXTERNL VOLUME | % PASSBY |
|-----------------------------------|------------------------|-------|------|------------------|----------------|----------|
|                                   | TOTAL                  | ENTER | EXIT |                  |                |          |
| Gas Station w/ Convenience Market | 161                    | 81    | 80   | 0%               | 161            | 50%      |

The project will generate a total of 81 net new trips. FDOT has established that the pass-by trip total must be reduced if it exceeds 10- percent of the adjacent street traffic volume. The total allowable pass-by trips (inbound plus outbound pass-by trips) should not exceed 10 percent of the total two-way volume of the adjacent street traffic for the period being analyzed. In this case the 2014 horizon year. The following table shows that the project will not exceed the 10-percent criteria.

| Roadway                                                  | Segment       |               | 10% of 2014 PM Peak Volume | % of Pass-by |
|----------------------------------------------------------|---------------|---------------|----------------------------|--------------|
|                                                          | From          | To            |                            |              |
| US 301                                                   | CR 466A       | CR 462 (East) | 127                        | 6.35%        |
| US 301                                                   | CR 462 (East) | CR 462 (West) | 132                        | 6.09%        |
| US 301                                                   | CR 462 (West) | CR 466        | 171                        | 4.72%        |
| <b>25% of Project External Trip Generation Potential</b> |               |               | <b>40</b>                  |              |
| <b>% of Pass-by vs Project External Trip Gen</b>         |               |               | <b>50.00%</b>              |              |

Project trips were distributed along the roadway network using a gravity model method. The following table shows the future condition analysis.

| Roadway | Segment       |                      | Adopted LOS | Pk Hr/Pk Dir Volume Capa |       |       |       |
|---------|---------------|----------------------|-------------|--------------------------|-------|-------|-------|
|         | From          | To                   |             | A                        | B     | C     | D     |
| CR 472  | US 301        | Wildwood City Limits | D           | 0                        | 423   | 675   | 720   |
| US 301  | CR 466A       | CR 462 (East)        | D           | 0                        | 1,430 | 1,710 | 1,800 |
| US 301  | CR 462 (East) | CR 462 (West)        | D           | 0                        | 1,670 | 2,420 | 3,130 |
| US 301  | CR 462 (West) | CR 466               | D           | 0                        | 1,670 | 2,420 | 3,130 |

9/20/2010

1. (e) **TIMED ITEMS** Review/final approval requested for the site plan of the Kangaroo Store/The Pantry, Inc. to be located at CR472/US301 (replaces current store at CR114/US301 disturbed by the US301 road widening)

All impacted roadways will operate at or below adopted levels of service in the 2014 horizon year with the inclusion of the proposed development.

The study did not include analysis at the intersection of CR 472 & US 301 and at the site driveway access. Since the impact of this project is a less than 2-percent, an intersection analysis would not be necessary.

Should you have any questions or require additional information, do not hesitate to contact us.

Regards,

**Olga V. Marcondes**  
Transportation Planner

**LAKE-SUMTER MPO**

1616 South 14<sup>th</sup> Street  
Leesburg, Florida 34748  
Ph: (352) 315-0170  
Fx: (352) 315-0993

[www.LakeSumterMPO.com](http://www.LakeSumterMPO.com)

*"Promoting Regional Transportation Partnerships."*



Go Green: Please do not print this e-mail unless you really need to.

---

**From:** Richmond, Pamela  
**Sent:** Friday, September 17, 2010 9:20 AM  
**To:** 'Shelley Martin'  
**Cc:** Marcondes, Olga  
**Subject:** RE: Kangaroo Store

Hi Shelley, I have forwarded your e-mail to Olga regarding this traffic study. I did research my e-mail and saw that Olga had previously coordinated with the you and the applicant on this so I probably just glanced at the e-mail not noticing that Olga had not been copied. My sincere apologies. I will ask Olga to make it a top priority, but if she can't get to it, I can review it and get you comments on Tuesday.

Olga's contact info is the same as mine. Her e-mail is [omarcondes@lakesumtermpo.com](mailto:omarcondes@lakesumtermpo.com).

Pam

**Pamela Richmond, AICP**  
MPO Project Manager



1616 South 14<sup>th</sup> Street  
Leesburg, Florida 34748

9/20/2010

1. (e) **TIMED ITEMS** Review/final approval requested for the site plan of the Kangaroo Store/The Pantry, Inc. to be located at CR472/US301 (replaces current store at CR114/US301 disturbed by the US301 road widening)

Ph: (352) 315-0170  
Fx: (352) 315-0993

[www.LakeSumterMPO.com](http://www.LakeSumterMPO.com)

*"Promoting Regional Transportation Partnerships."*

---

**From:** Shelley Martin [mailto:[smartin-wildwood@cfl.rr.com](mailto:smartin-wildwood@cfl.rr.com)]  
**Sent:** Thursday, September 09, 2010 10:54 AM  
**To:** Richmond, Pamela  
**Subject:** Kangaroo Store

Good Morning Pam,

Attached is a revised traffic study for the above mentioned project for your review and comment.

Regards,

*Shelley Martin  
Development Technician  
City of Wildwood  
100 N. Main St.  
Wildwood, FL 34785  
352-330-1330 ext. 118*

2. **REPORTS AND PUBLIC INPUT**

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

(a) **CITY MANAGER:**

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

None

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

(See "f" below)

(b) **CITY ATTORNEY:**

(1)

(c) **CITY CLERK:**

(1)

(d) **COMMISSION MEMBERS:**

(1)

(e) **PUBLIC FORUM:**

(1)

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

1. None at this time

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

#### **a. MINUTES**

1. Minutes of Regular Meeting held on September 14<sup>th</sup>, 2010  
(Attachments – Staff recommends approval)

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

1. Ordinance No. O2010-16 – an ordinance proposing a small scale land use amendment for Quadventure, LLC  
(Attachments – Staff Recommends Approval)
2. Ordinance No. O2010-17 – an ordinance proposing a small scale land use amendment for the COW future Police Station  
(Attachments – Staff Recommends Approval)
3. Ordinance No. O2010-19 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. O2010-20) (Attachments – Staff Recommends Approval)
4. Ordinance No. O2010-20 – an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (The Villages of Lake-Sumter, Inc.) (see also Ord. O2010-19) (Attachments – Staff Recommends Approval)

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

1. Resolution No. R2010-31, a resolution amending the COW personnel policies (Section 7.3.D.1) (Attachments – Staff Recommends Approval)
2. Resolution No. R2010-32, Wastewater Department – purchase and replacement of bearings to Oxidation Ditch - #1  
(Attachments – Staff Recommends Approval)
3. Resolution No. R2010-33, Wastewater Department – purchase/repair and reinstallation of turbine in Oxidation Ditch - #4 (Attachments – Staff Recommends Approval)

#### **d. APPOINTMENTS**

1. None

**e. CONTRACTS AND AGREEMENTS**

1. Review/approval of Triumph South Developer's Agreement (Attachment – Staff Recommends Approval)
2. Review/approval of WRPC agreement for services, if needed, for FY2010-11 (Attachments – Staff Recommends Approval)

**f. FINANCIAL**

1. Bills for Approval (Attachments – Staff Recommends Approval)
2. Selection/Approval of quote for the CR127 Reuse Line Bores – RE: Triumph South (Mizzi Project) (Attachments – Staff Recommends Approval)
3. Approval requested from Public Works Director on the quotes for re-roofing of the Senior Services Center on 4<sup>th</sup> Street (Attachment – Staff Recommends Approval)
4. Wastewater Department - repairs to AC unit within plant (Attachments – Staff Recommends Approval)
5. Review/decision on quotes for the Champagne farms border fence survey (Attachments – Staff Recommends Approval)

**g. GENERAL ITEMS FOR CONSIDERATION**

1. Approve the appointment of Poll Workers for the December 7, 2010 Special Referendum Election (Attachment - Staff Recommends Approval)
  2. Review/approval of the U.F. Bureau of Business & Economic Research estimates for the population projection for the City of Wildwood (Attachments – Board Option)
  3. Review/consideration regarding FDEP's offer to purchase property owned by the agency on High Street (Attachments – Staff Recommends Approval)
  4. FY09-10 Budget Amendments (Attachments) (Joseph to provide)
- 

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
SEPTEMBER 14, 2010 – 7:00 P.M.  
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood met in Regular session September 14, 2010 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Clark, Bivins, Allen and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, Assistant City Clerk Roberts, City Attorney Blair, Police Chief Reeser, AVT Law, CRA Coordinator Grimm, Water Director Allen and Parks & Recreation Coordinator Hargrove.

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

1. TIMED ITEMS AND PUBLIC HEARINGS  
7:00 PM

(a) PUBLIC HEARING

- (1) (Review) STATE REQUIREMENTS reference the Hearing Procedures for tentative adoption) (Attachments)
- (2) TENTATIVE ADOPTION of the Proposed Millage (Property Tax Levy or Ad Valorem Taxes) for the 2010-2011 Fiscal year (Please see your budget packet for information)
- (3) Resolution No. R2010-26 – TENTATIVELY adopting the Proposed Millage (Property Tax Levy or Ad Valorem Taxes) for the 2010-2011 Fiscal Year (Attachments)

Mayor Wolf introduced (a), (1), (2), (3) and opened Public Hearing. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Strickland that Resolution No. R2010-26: 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: be adopted. Motion carried by unanimous vote.

(b) PUBLIC HEARING

- (1) TENTATIVE ADOPTION of the City of Wildwood's Proposed Budget for the 2010-2011 Fiscal Year (Please see your budget packet for information)
- (2) Resolution No. R2010-27 – TENTATIVELY adopting the City of Wildwood's Proposed Budget for the 2010-2011 Fiscal Year (Attachments)

Mayor Wolf introduced (b), (1) and (2) and opened Public Hearing. No comments were received.

Motion by Commissioner Strickland, second by Commissioner Allen that Resolution No. R2010-27: A Resolution Of The City Of Wildwood, Florida Adopting The Tentative Budget For Fiscal Year 2011; Providing For An Effective Date: be adopted. Motion carried by unanimous vote.

2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: CR466A Widening & Improvement Project Update (David Grimm, Projects Planner) (Attachments)

Planner Grimm – referred to Kimley-Horn PD&E Study of 466A. Noted that of those who submitted proposals for the PD&E, Kimley-Horn was the only company who pursued the hybrid option for the project. As the Committee continued to meet, review and discuss, they determined the best option with the least impact on the existing developed areas is to three lane from Pleasantdale Drive west to 301. This will reduce the acquisition costs because of less right-of-way needed. Reserves many of the existing trees. Would be more pedestrian friendly. Kimley-Horn will conduct another traffic study because of recent road changes in the area.

Mayor Wolf asked that a right turn lane onto 301 as well as the left turn lane be strongly considered.

CM Smith noted there will be Public Hearings through the process.

Richard Busche of Kimley-Horn indicated there would be possible utility relocates even with this design.

a. City Manager

- (1) Noted dates of Employee and Volunteers banquets – December 9 and 10.
- (2) Winter Fest will be the weekend before.
- (3) Wastewater Digester update. New aerator problem with bolts coming loose. Looking to BFA to determine the cause and working with Kruger to make repairs. Understand City of Ocoee had problem with bolts.
- (4) JPA timeline. Pushed back to December adoption, behind Home Town Democracy, due to need for Transportation Study.
- (5) Champagne Farms – second sink hole. Environmental Engineer have stated that it is very unlikely that the City is the cause of the sink hole. BFA had filled the second hole and no others have occurred. The first sink hole was where the water pumped from the well site was placed and there is no doubt in the Engineer's mind that is what caused it, but not the second. Have been in contact with property owner. Information has been passed to the insurance company and BFA insurance company.
- (6) On Line bill payments – will be meeting with company a second time. Working to bring in fiber optics to increase internet speed.
- (7) He and Joseph will present the final budget amendment of 2009-2010 at the 28<sup>th</sup> meeting.

b. City Attorney - none

c. City Clerk – on agenda

d. Commission Members –

- (1) Allen – Thanks to Commission for allowing him to attend FLC Conference. Has information regarding Commission pay based on population. Will provide to City Manager.
- (2) Wolf – reminded Commission of live oak trees City has at one of the nurseries and requested some be planted along CR 139 along new fence line. Jack Hatcher has offered the City some Gem Magnolias. City Manager to talk with Public Works Director.

(3) Wolf – Thanks to Board of County Commissioners regarding landscaping of CR 139. Saw memo between Michael Pape and Bradley Arnold regarding watering by hand.

e. Public Forum (10 minute time limit)

(1) Robert Hannah – He is on a committee and asked what is the procedure to get City to assist with annual Family event. Asked about lights along MLK Boulevard. Is there a cover to keep them from being broken. Reminded Commission of Workforce Shuttle. City Manager indicated it was noticed on the website.

(2) Norvel Scott, President of the Association. One thing Mr. Hannah spoke about – we would like to have a festival in May or June of 2011 to help funds to provide scholarships to kids in the neighborhood.

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

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

(1) Motion by Commissioner Strickland, second by Commissioner Bivins that the Minutes of Regular Meeting held on August 23, 2010 be approved as typed. Motion carried by unanimous vote.

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

(1) Ordinance No. O2010-18, an ordinance providing the COW Police Department to the authority to act as code inspector for the COW (Attachments – Staff Recommends Approval) No action necessary.

c. RESOLUTIONS FOR APPROVAL:

(1) Resolution No. R2010-28, a resolution setting forth the purpose for the 2010 City of Wildwood elections, the date and time (Attachments – Staff Recommends Approval)

Commissioner Allen asked if this is adopted would additional items be able to be placed on the referendum at a later date. Received information at the FLC Conference regarding Commission pay. CM Smith indicated he is researching with other Cities and has not yet found any others basing Commission pay on population.

Motion by Commissioner Bivins, second by Commissioner Clark that Resolution No. R2010-28: A Resolution Setting Forth The Purpose For The 2010 City Of Wildwood, Special Referendum Election, Its Date And Time: be adopted. Motion carried by unanimous vote.

d. APPOINTMENTS

(1) None

e. CONTRACTS AND AGREEMENTS

(1) Review/discussion regarding request to approve a Lease Agreement between the City of Wildwood and BW City Ministries (Attachments – Board Option)

CM Smith reported earlier discussion with Pastor Jones, and indicated the item should be removed from the agenda. Facility will be open for all to use through the Parks & Recreation Coordinator. Will allow Pastor Jones to continue to use as scheduled through Parks and Recreation Coordinator.

(2) Approval of Brown & Brown as the City's insurance agent with understanding it will provide all insurance services needed by the City (Attachments – Board Option)

Commission approved by Common Consent.

f. FINANCIAL

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

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

(2) Approval requested from Public Works Director on the quotes for re-roofing of the Senior Services Center on 4<sup>th</sup> Street (Attachment – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Strickland to table until next meeting to review further with the Public Works Director. Motion carried by unanimous vote.

(3) Approval requested from the Water Department Director on the quotes to supply Poly-Orthophosphate to the water department (Attachment – Staff Recommends Approval)

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

g. GENERAL ITEMS FOR CONSIDERATION

(1) Sumter County Clerk's office to utilize commission chamber and two city conference rooms for TEEN COURT beginning January 2011 (Attachment – Staff Recommends Approval)

Motion by Commissioner Allen, second by Commissioner Clark to approve request. Motion carried by unanimous vote.

(2) Memo from City Clerk requesting the appointment of the Canvassing Board for the December 7, 2010 Referendum Election (Attachment – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve request. Motion carried by unanimous vote.

(3) Discussion/Approval of Community Development Block Grant – Osceola Ave; Pitt/Stone Streets; and CR232 mill and resurface (Attachments)

Motion by Commissioner Bivins, second by Commissioner Strickland to approve.  
Motion carried by unanimous vote.

(4) Proposed newspaper ad indicating the Tentative Adoption of the Budget And Notice of the Final Public Hearing/Meeting on September 28<sup>th</sup>, 2010 (Attachment – Staff Recommends Approval)

Information only. No action necessary.

(5) Discussion/approval to explore possibility of emergency interconnection with Coleman water system (Attachment – Board Option)

Motion by Commissioner Clark, second by Commissioner Bivins to authorize exploration. Motion carried by unanimous vote.

4. ADJOURN:

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

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5. Mayor Wolf RECONVENED the Commission AS MEMBERS OF THE CRA (Community Redevelopment Agency)

a. Discussion/consent requested re: Osceola Avenue land acquisition (Attachments-Staff Recommends Approval)

CRA Coordinator Grimm – there are three parcels of land available in the area of Osceola where storm water retention is needed. Requested authorization for negotiation with land owner with purchase contingent upon all soil testing results.

Motion by Commissioner Bivins, second by Commissioner Clark to authorize CRA funds and explore the possibility of purchasing these lots as drainage sites. Motion carried by unanimous vote.

6. ADJOURN

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

EXECUTIVE SUMMARY

SUBJECT: Quadventure, LLC

Proposed Ordinance O2010-16

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: 9/28/10

Special Meeting

CONTRACT:

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

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT:

- Annual
- Capital
- N/A

FUNDING SOURCE: _____

N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant seeks approval for a Small Scale Future Land Use Map Amendment to the adopted Comprehensive Plan. On September 7, 2010 the case was heard before Special Magistrate acting as the Local Planning Agency in which the Special Magistrate recommended the approval of Ordinance No. O2010-16 (attached).

The 6+/- acre subject parcel was annexed by into the city limits on August 9, 2010 and is seeking a Small Scale Future Land Use Map amendment from Sumter County "Agricultural" to City "Commercial". The subject parcel is part of a larger project called "Quadventure" that has filed an application for rezoning to "Planned Unit Development" on an additional 34 acres. A Small Scale Comprehensive Plan Amendment is necessary so that the developer may proceed with the rezoning of the project in its entirety.

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

Staff believes a Future Land Use Map designation of "Commercial" is appropriate and should be for approved for the following reasons:

- The subject parcel, in context with the overall Quadventure project, is located in a logical area for commercial uses;
- The subject parcel is contiguous to commercial and mixed use designated properties contained within the Quadventure project;
- The subject amendment does not meet the criteria of urban sprawl pursuant to Rule 9-5, F.A.C;
- The environmental characteristics of the subject parcel are suitable for commercial uses;
- Approval of commercial uses on the subject parcel will not adversely affect surrounding property values; and
- Approval of the land use amendment will not cause public facilities to operate below their adopted level of service.

Therefore, Staff suggests approval of Ordinance #02010-16. Should the commission choose to approve the ordinance, it will be forwarded to the Department of Community Affairs for final approval.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-16

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

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

Quadventure, LLC
Parcel #: G17=034
Containing 6 acres +/-

From the East Quarter corner of Section 17, Township 19 South, Range 23 East, Sumter County, Florida run South 89 degrees 49'28" West along the South line of the Northeast Quarter 825.42 feet; thence North 0 degrees 01'08" West 733.89 feet to the Point of Beginning of this description. From said Point of Beginning run South 89 degrees 47'45" West 462.0 feet; thence North 0 degrees 01'08" West 567.83 feet to the South right of way of a county road; thence North 89 degrees 47'45" East along said South right of way of a county road 462.0 feet; thence South 0 degrees 01'08" East 567.83 feet to the Point of Beginning. Together with an easement for ingress and egress 66.0 feet wide described as follows: From the East Quarter corner of Section 17, Township 19 South, Range 23 East, Sumter County, Florida, run South 0 degrees 12'05" West along East line of said Section 17, a distance of 468.0 feet; thence South 89 degrees 49'28" West 723.62 feet to the Point of Beginning of this easement. From said Point of Beginning continue South 89 degrees 49'28" West 1817.85 feet; thence North 0 degrees 02'15" West 66.0 feet; thence North 89 degrees 49'28" East 1189.87 feet; thence North 0 degrees 01'08" West 1703.45 feet to the South right of way of a county road; thence North 89 degrees 47'45" East along said South right of way of county road 66.0 feet; thence South 0 degrees 01'08" East 1703.49 feet; thence North 89 degrees 49'28" East 562.0 feet; thence South 0 degrees 01'08" East 66.0 feet to the Point of Beginning.

This property is to be reclassified from County comprehensive plan category "Agricultural" to City comprehensive plan category "Commercial."

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include Future land use of property that shall pertain and be applicable to said amendment.

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 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 and Zoning Maps are attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. 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 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

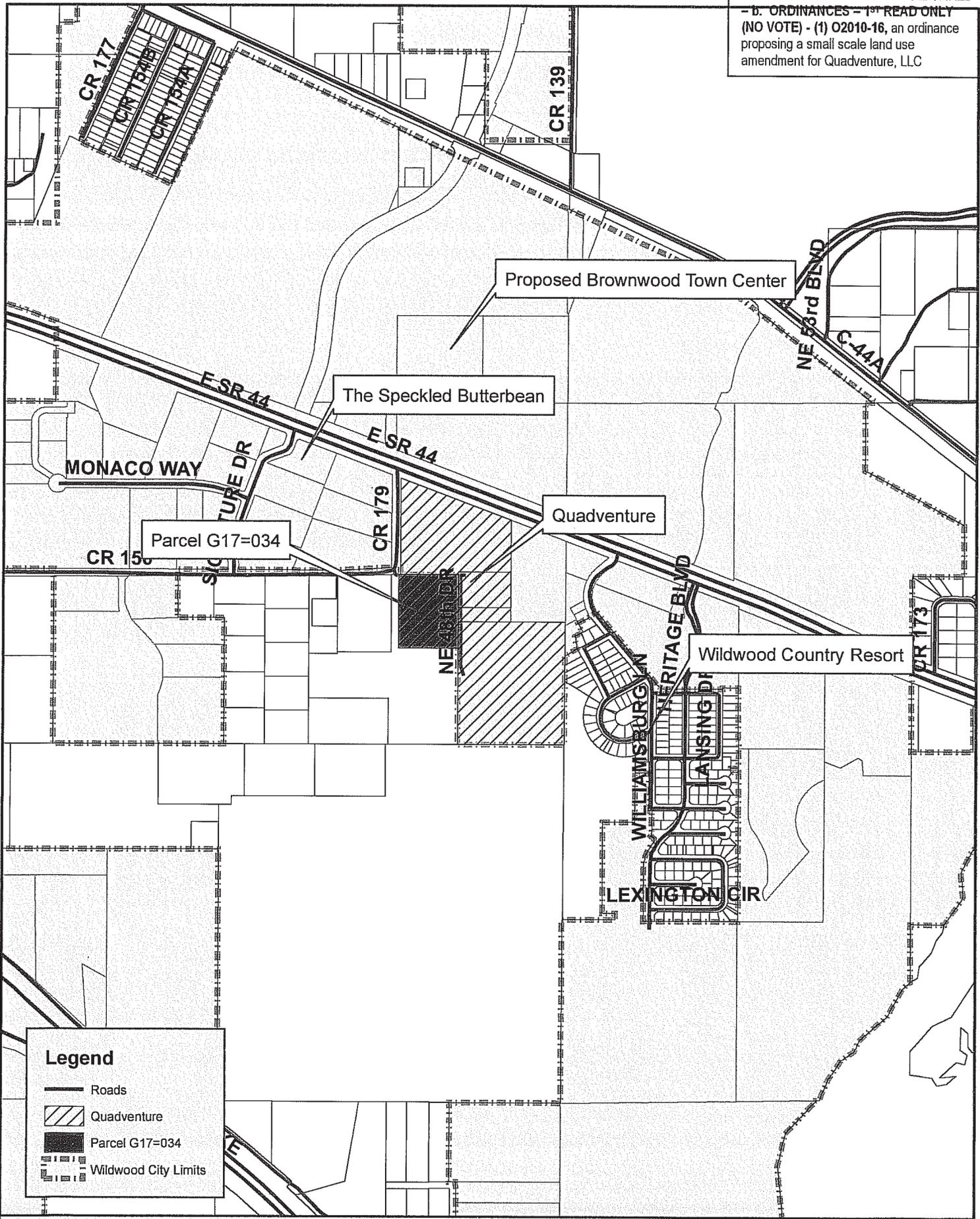
Ed Wolf, Mayor

First Reading: _____
Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

3. NEW BUSINESS - ACTION REQUIRED
 - B. ORDINANCES - 1ST READ ONLY
 (NO VOTE) - (1) O2010-16, an ordinance
 proposing a small scale land use
 amendment for Quadventure, LLC



Proposed Brownwood Town Center

The Speckled Butterbean

Quadventure

Parcel G17=034

Wildwood Country Resort

Legend

- Roads
- Quadventure
- Parcel G17=034
- Wildwood City Limits

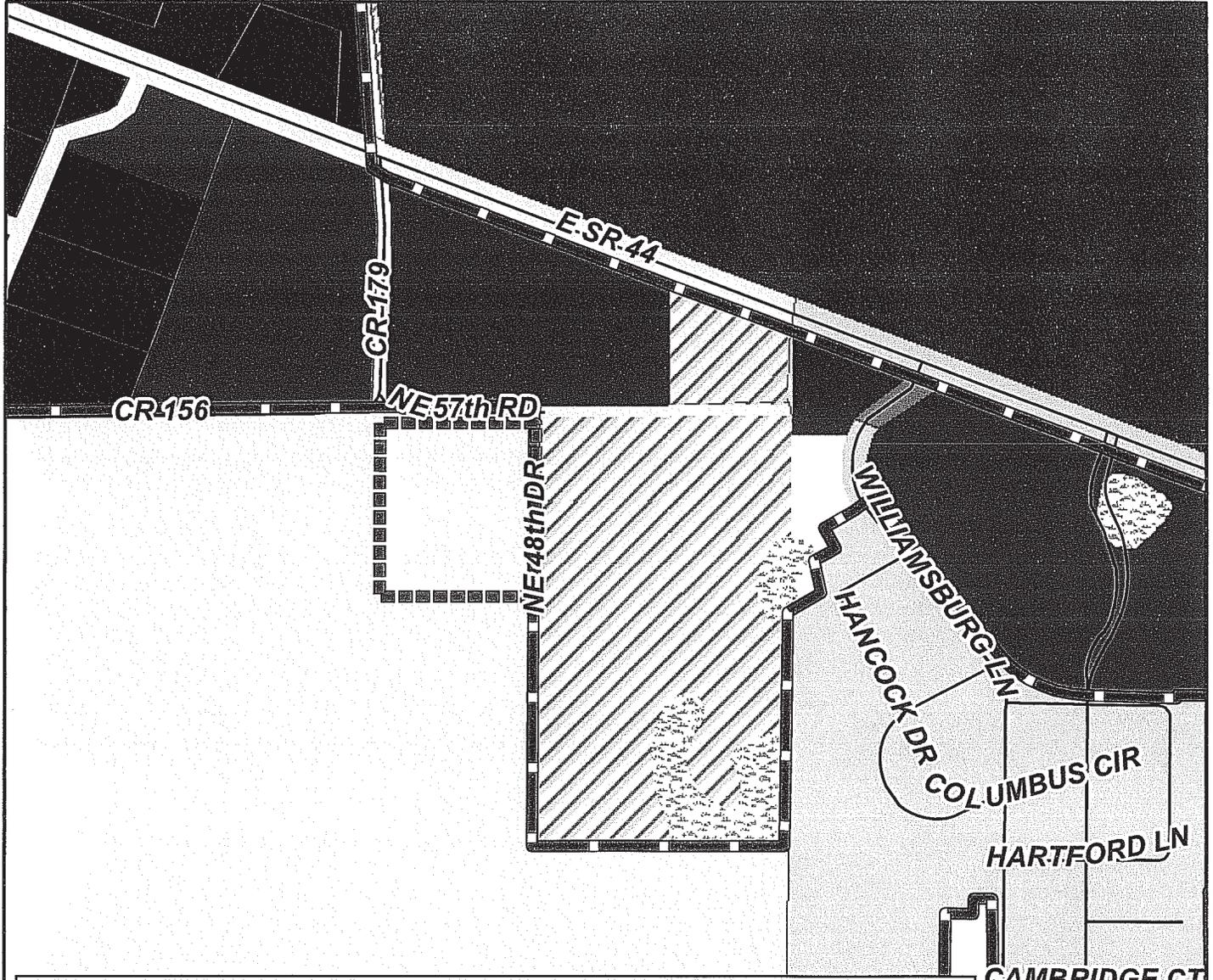


1 inch = 1,000 feet

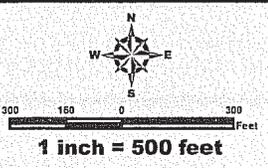
City of Wildwood, Florida
 Ordinance O2010-16



3. NEW BUSINESS - ACTION REQUIRED - B. ORDINANCES - 1st READY ONLY (NO VOTE) - (Y) 02/01/18 - all ordinances proposed shall state clearly user agreement for quadventure LLC



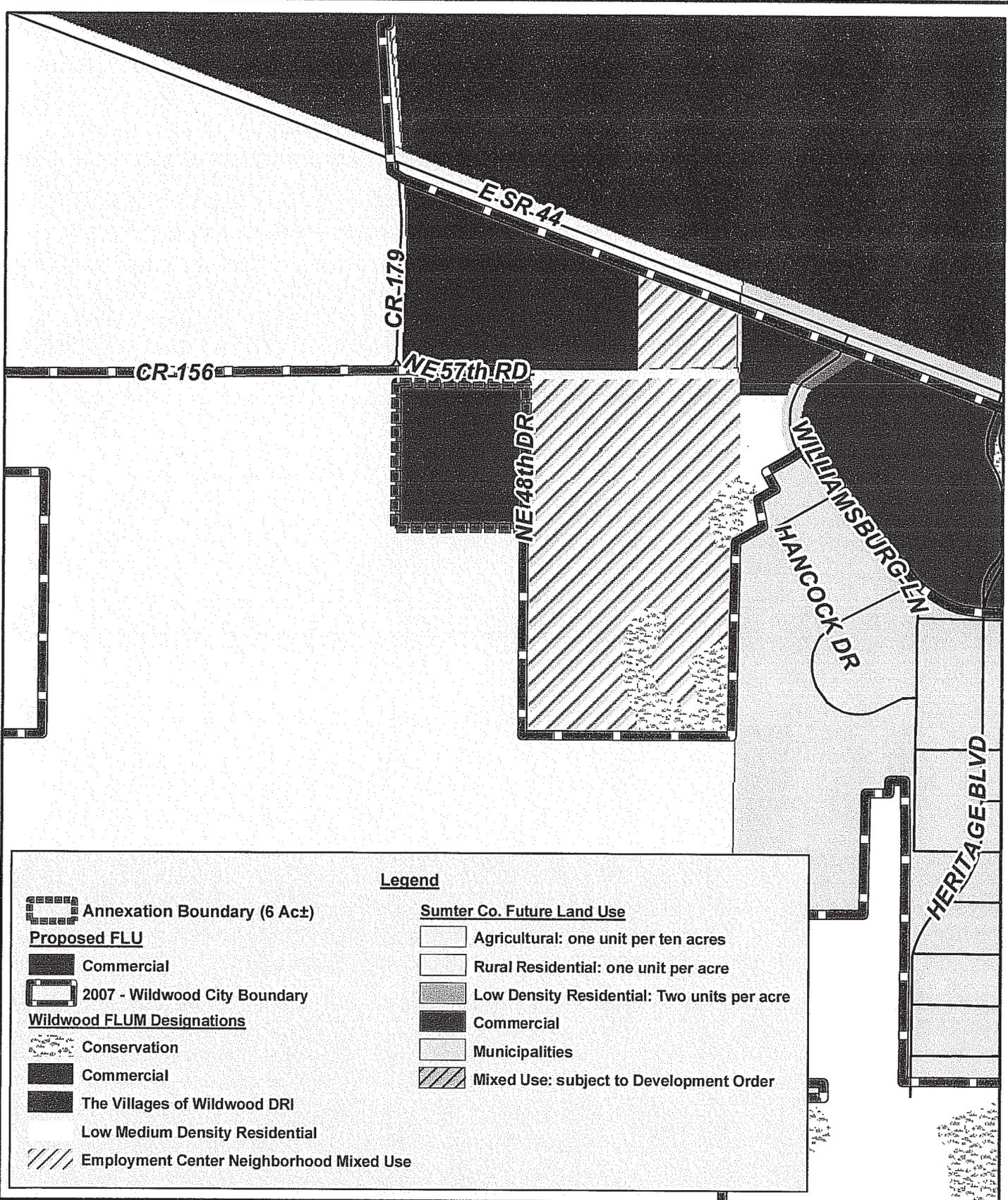
| | |
|--|---|
| Legend | |
| Annexation Boundary (6 Ac±) | Sumter Co. Future Land Use |
| 2007 - Wildwood City Boundary | Agricultural: one unit per ten acres |
| City Of Wildwood Existing FLU | Rural Residential: one unit per acre |
| COM -- Commercial | Low Density Residential: Two units per acre |
| I -- Industrial | Commercial |
| Wildwood FLUM Designations | Municipalities |
| Conservation | Mixed Use: subject to Development Order |
| Commercial | |
| The Villages of Wildwood DRI | |
| Low Medium Density Residential | |
| Employment Center Neighborhood Mixed Use | |



Quadventure
Existing Future Land Use Map
Wildwood, Florida

Project No.: 1477/1
File Name:
1477-1_FLU_anex_8x11.mxd
Project Name: Quadventure
Project Manager: Greg Baliveau
Creation Date: May 24, 2010
Revision Date:
Created By: D. Ludwig

LPG Urban & Regional Planners, Inc.
1162 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 383-1940 / Fax: (352) 383-4924



- Annexation Boundary (6 Ac±)**
- Proposed FLU**
- Commercial
 - 2007 - Wildwood City Boundary
- Wildwood FLUM Designations**
- Conservation
 - Commercial
 - The Villages of Wildwood DRI
 - Low Medium Density Residential
 - Employment Center Neighborhood Mixed Use

Legend

- Sumter Co. Future Land Use**
- Agricultural: one unit per ten acres
 - Rural Residential: one unit per acre
 - Low Density Residential: Two units per acre
 - Commercial
 - Municipalities
 - Mixed Use: subject to Development Order



300 150 0 300
Feet
1 inch = 500 feet

Quadventure
Proposed Future Land Use Map
Wildwood, Florida

Project No.: 1477/1
File Name: 1477-1_FLU_anex_Bx11.mxd
Project Name: Quadventure
Project Manager: Greg Belliveau
Creation Date: May 24, 2010
Revision Date:
Created By: D. Ludwig

LPG Urban & Regional Planners, Inc.
1167 Camp Avenue, Mount Dora, Florida 32757
Office: (352) 383-1940 / Fax: (352) 383-4624

9. NEW BUSINESS - ACTION REQUIRED - b. VOUCHANCES - 1st READ ONLY (NO VOTE) - (1) 02010-16, an ordinance proposing a small scale land use amendment for Quadventure, LLC



Sumter County BOCC - GIS
BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: G17=034
QUADVENTURE LLC
 300 LAKE ELLA RD FRUITLAND PARK, FL 34731
 Street: 4793 NE 57TH RD
 S/T/R: 17/19/23 FROM THE E 1/4 COR OF SEC RUN W 825.42 FT N 733.89 FT TO POB THENCE W 462 FT N 567.83 FT E 462 FT S 567.83 FT TO POB
 Sales

| | | | |
|----------|----------|----------|----------------|
| 3/1/2008 | 1922/447 | Improved | \$1,200,000.00 |
| 5/1/2005 | 1389/600 | Improved | \$99,000.00 |

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This information was last and may not reflect the data currently on file at our office.

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GrizzlyLogic.com

ORDINANCE NO. O2010-17

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
PROPOSING A SMALL SCALE LAND USE AMENDMENT
TO THE ADOPTED LOCAL COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP IN ACCORDANCE WITH THE
GROWTH MANAGEMENT ACT OF 1985, AS AMENDED;
PROVIDING FOR CODIFICATION; PROVIDING FOR
CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

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

City of Wildwood
Parcel #: G07=044
Containing 6.5 acres +/-

WEST ½ OF THE SOUTH 420 FEET OF THE NW ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

This property is to be reclassified from City comprehensive plan category “High Density Residential” to City comprehensive plan category “Public Facilities”

AND WHEREAS, the City is also proposing to amend the Future Land Use Map to include Future land use of property that shall pertain and be applicable to said amendment.

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 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 and Zoning Maps are attached hereto and incorporated herein by reference.

SECTION 2. With the recommendations of the City Commission, the proposed land use amendment is hereby transmitted by the City Commission to the Florida Department of Community Affairs.

SECTION 3. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 4. 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 5. This ordinance shall take effect upon its final reading by the City Commission of the City of Wildwood.

DONE AND ORDAINED this _____ day of _____, 2010, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

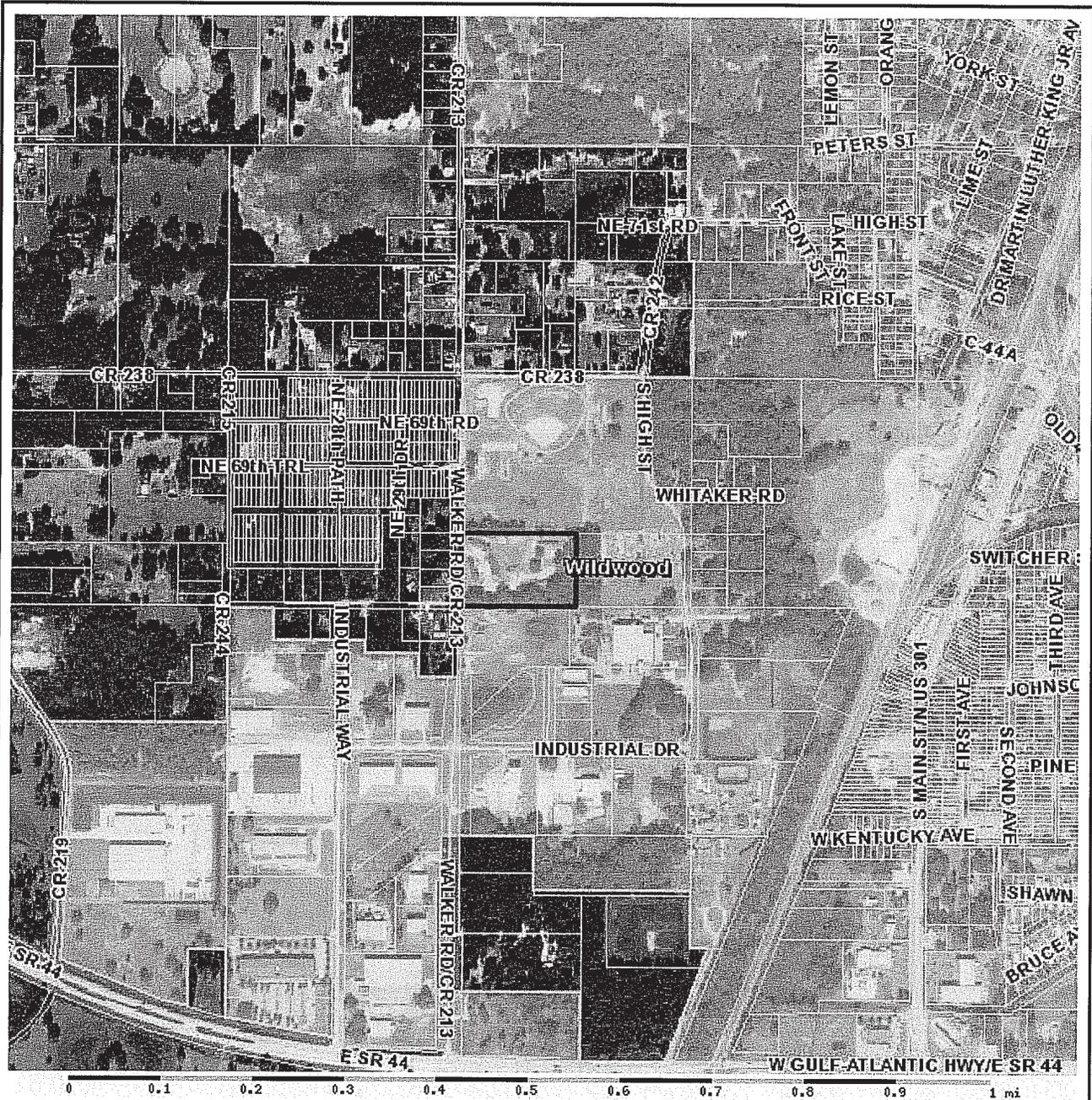
Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney



Sumter County BOCC - GIS

BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: G07=044

UNITED STATES OF AMERICA
2441 NE 3RD ST STE 204-1 OCALA, FL 34470

Street: 700 WALKER RD
S/T/R: 07/19/23 W1/2 OF S 420 FT OF NW1/4 OF NW1/4

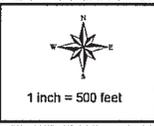
| Sales | | | | |
|----------|----------|----------|--|--------|
| 1/1/2010 | 2165/125 | Improved | | \$0.00 |
| 8/1/2009 | 2123/676 | Improved | | \$0.00 |

NOTES:



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C-44A

Wildwood, Florida
 Small Scale Comprehensive Plan Amendment
 Existing Land Use

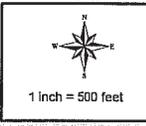
CR 213

G07=044

ESR44

| | | | |
|--|--|--|---|
| | G07=044 | | Sunter County FLU |
| | Roads | | Agricultural: one unit per ten acres |
| | 1-4-10 Transportation Labels | | Conservation |
| | County Boundary | | Rural Residential: one unit per acre |
| | Wildwood City Boundary | | Low Density Residential: Two units per acre |
| | Wildwood FLU | | Medium Density Residential: Four units per acre |
| | Agricultural - 5 | | High Density Residential: Six units per acre |
| | Agricultural - 10 | | Commercial |
| | Conservation | | Industrial |
| | Recreation | | Municipalities |
| | Low Density Residential | | Public, Institutional, Educational |
| | Low Medium Density Residential | | Recreation |
| | Medium Density Residential | | Mixed Use Overlay-subject to restrictions |
| | Medium High Density Residential | | Mixed Use: subject to Development Order |
| | High Density Residential | | NULL |
| | Residential, Institutional, Office | | |
| | Residential Mixed Use | | |
| | Mobile Home Park | | |
| | Public Facilities | | |
| | Commercial | | |
| | Industrial | | |
| | Oxford Neighborhood Mixed Use | | |
| | Oxford Residential Mixed Use | | |
| | Oxford Neighborhood Commercial | | |
| | Central Mixed Use | | |
| | Commercial Center Mixed Use | | |
| | Employment Center Neighborhood Mixed Use | | |
| | Business Park Mixed Use | | |
| | South Wildwood Neighborhood Mixed Use | | |
| | Wildwood Springs DRI | | |
| | Landstone DRI | | |
| | The Villages of Wildwood DRI | | |

3. NEW BUSINESS - ACTION REQUIRED - b. ORDINANCES - 1ST READ ONLY (NO VOTE) - (2) 02010-17, an ordinance proposing a small scale land use amendment for the COW future Police Station



C-44A

Wildwood, Florida
 Small Scale Comprehensive Plan Amendment
 Proposed Land Use

CR 213

G07=044

BSR44

| | |
|---|---|
| <ul style="list-style-type: none"> G07-044 Roads County Boundary Wildwood City Boundary Wildwood FLU Agricultural - 5 Agricultural - 10 Conservation Recreation Low Density Residential Low Medium Density Residential Medium Density Residential Medium High Density Residential High Density Residential Residential, Institutional, Office Residential Mixed Use Mobile Home Park Public Facilities Commercial Industrial Oxford Neighborhood Mixed Use Oxford Residential Mixed Use Oxford Neighborhood Commercial Central Mixed Use Commercial Center Mixed Use Employment Center Neighborhood Mixed Use Business Park Mixed Use South Wildwood Neighborhood Mixed Use Wildwood Springs DRI Landstone DRI The Villages of Wildwood DRI | <p>Legend</p> <p>Sumter County FLU</p> <ul style="list-style-type: none"> Agricultural: one unit per ten acres Conservation Rural Residential: one unit per acre Low Density Residential: Two units per acre Medium Density Residential: Four units per acre High Density Residential: Six units per acre Commercial Industrial Municipalities Public, Institutional, Educational Recreation Mixed Use Overlay-subject to restrictions Mixed Use: subject to Development Order NULL |
|---|---|

3. NEW BUSINESS - ACTION REQUIRED - b. ORDINANCES - 1st READ ONLY (NO VOTE) - (2) 02010-17, an ordinance proposing a small scale land use amendment for the COW future Police Station

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

3. NEW BUSINESS - ACTION REQUIRED - b. ORDINANCES - 1ST READ ONLY (NO VOTE) - (3) O2010-19, an ordinance providing for the voluntary annexation of certain

SUBJECT: Lenard Powell Prop LLC and Villages of Lake-Sumter

INC - Annexations

real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. O2010-20)

REQUESTED ACTION: Ordinance Nos. O2010-19 and O2010-20

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING:

9/28/10

Special Meeting

CONTRACT:

N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE:

N/A

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant, Grant and Dzuro, has filed annexation applications on approximately 4.71 acres of property located in the northeast quadrant of the Powell Road (formerly CR 139) and CR 44A. Approximately 1.12 acres are owned by Lenard Powell and the remaining 3.59 acres are owned by The Villages of Lake-Sumter.

The Villages has filed a Notice of Proposed Change for the Villages of Wildwood Development of Regional Impact (DRI) in which both of these properties will be added to the Villages of Wildwood DRI. The annexation into the city limits will allow for these properties to be contained within The Villages of Wildwood DRI. Additionally, the annexation will assist in squaring off the boundary of the properties contained within the city limits.

Because the property has two property owners, two ordinances have been prepared. Ordinance No.O2010-19 pertains to the annexation of the Lenard Powell Prop. LLC. Property and Ordinance No. O2010-20 pertains to the annexation of the Villages of Lake-Sumter Inc.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-19

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.12 ACRES BEING GENERALLY LOCATED ON THE EAST SIDE OF THE CITY; IN SECTION 8, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT THE PROPERTY ANNEXED SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF THE CITY OF WILDWOOD AS IF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF WILDWOOD AT THE TIME OF ENACTMENT OF SAID LAWS AND ORDINANCES; PROVIDING THAT THE ANNEXED PROPERTY SHALL BE RESPONSIBLE AND HELD LIABLE FOR THEIR PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF THE CITY OF WILDWOOD; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owners of the following described real property which lies within the unincorporated area of Sumter County, which is contiguous to the City of Wildwood and reasonably compact, generally located on the east side of the City, to be annexed into the City, the hereinafter described property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is contiguous to the municipal limits of the City of Wildwood, that the property is reasonably compact, and that the property otherwise meets all legal requirements for annexation. The annexed property, lying in Sumter County, Florida and owned by Lenard Powell Prop. LLC., is more particularly described as follows:

Lenard Powell Prop. LLC
Parcels 4, 5, and 6

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 611.79 FEET; THENCE DEPARTING SAID EAST LINE, N65°09'05"W, 124.92 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 AND THE BOUNDARY OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES: N65°09'05"W, 362.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N65°09'05"W, 185.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY OF COUNTY ROAD 139 AS RECORDED IN OFFICIAL RECORDS BOOK 2088, PAGE 193, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID BOUNDARY AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, S25°04'43"W, 239.29 FEET; THENCE S19°25'59"E, 39.56 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, IN MAP BOOK 4, PAGE 117; THENCE DEPARTING SAID SOUTHEASTERLY RIGHT-OF-WAY AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: S65°35'30"E, 10.02 FEET; THENCE N71°31'02"E, 3.69 FEET; THENCE S65°09'05"E, 144.58 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, N25°04'43"E, 265.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.12 ACRES, MORE OR LESS.

SECTION 2. All of the above described annexed property shall liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current County zoning classification and land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

SECTION 6. If any portion of this ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this ____ day of _____, 2010, by the City Commission
of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

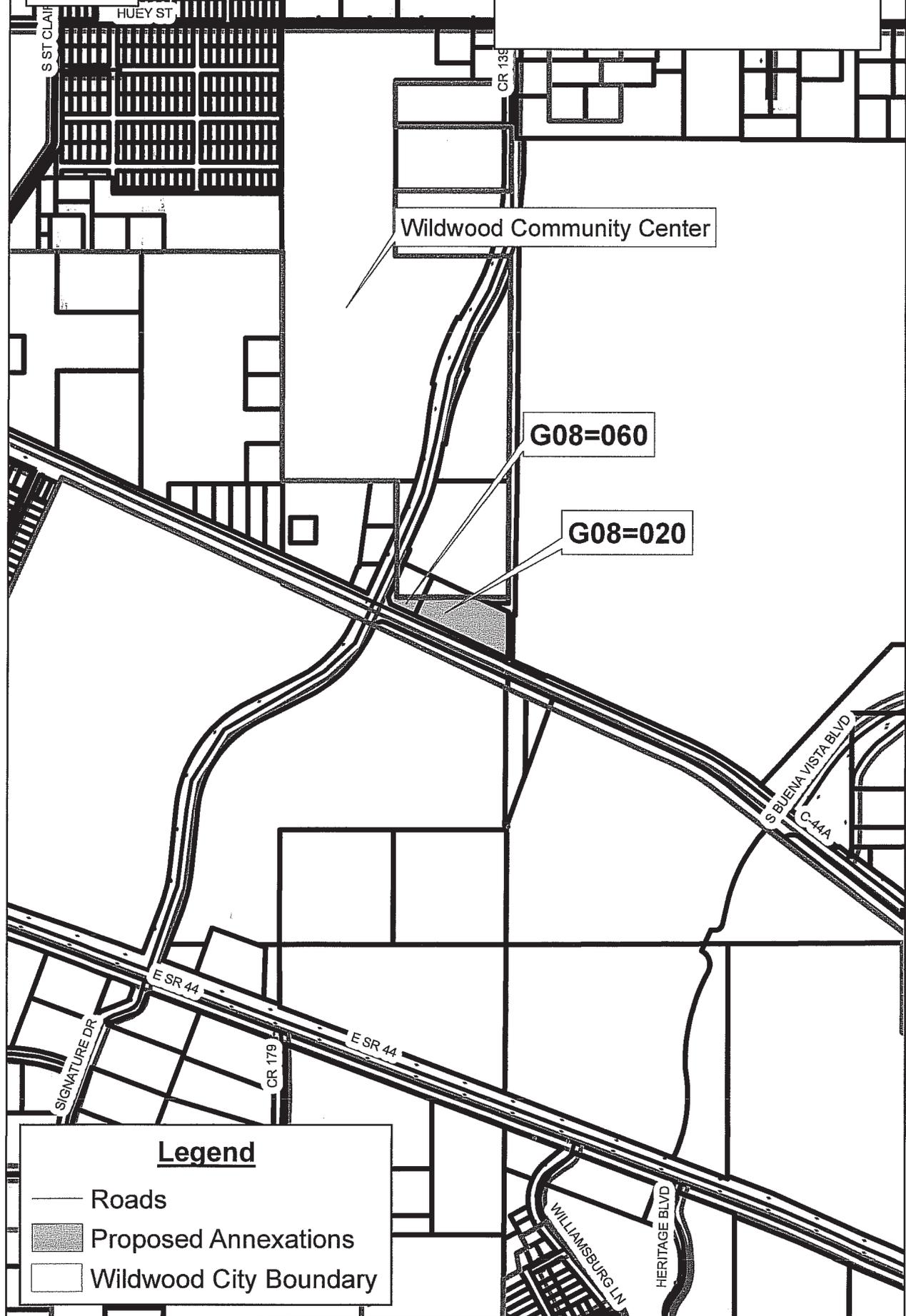
Approved as to form:

Jerri A. Blair, City Attorney

Wildwood, Florida Proposed Annexation



1 inch = 500 feet



Wildwood Community Center

G08=060

G08=020

Legend

- Roads
- Proposed Annexations
- Wildwood City Boundary

3. NEW BUSINESS – ACTION REQUIRED – b. ORDINANCES – 1st READ ONLY (NO VOTE) - (3) 02010-19, (3) 02010-20, an ordinance providing for the voluntary annexation of certain real property contiguous to the city limits of Wildwood (Lenard Powell Prop, LLC) (see also Ord. 02010-20)

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

3. NEW BUSINESS - ACTION
REQUIRED - b. ORDINANCES -
1ST READ ONLY (NO VOTE) - (4)
O2010-20, an ordinance providing
for the voluntary annexation of
certain real property contiguous to
the city limits of Wildwood (The
Villages of Lake-Sumter, Inc.) (see
also Ord. O2010-19)

SUBJECT: Lenard Powell Prop LLC and Villages of Lake-Sumter INC Annexations

REQUESTED ACTION: Ordinance Nos. O2010-19 and O2010-20

Work Session (Report Only) **DATE OF MEETING:** 9/28/10
 Regular Meeting Special Meeting

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

BUDGET IMPACT: _____

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

HISTORY/FACTS/ISSUES:

The applicant, Grant and Dzuro, has filed annexation applications on approximately 4.71 acres of property located in the northeast quadrant of the Powell Road (formerly CR 139) and CR 44A. Approximately 1.12 acres are owned by Lenard Powell and the remaining 3.59 acres are owned by The Villages of Lake-Sumter.

The Villages has filed a Notice of Proposed Change for the Villages of Wildwood Development of Regional Impact (DRI) in which both of these properties will be added to the Villages of Wildwood DRI. The annexation into the city limits will allow for these properties to be contained within The Villages of Wildwood DRI. Additionally, the annexation will assist in squaring off the boundary of the properties contained within the city limits.

Because the property has two property owners, two ordinances have been prepared. Ordinance No.O2010-19 pertains to the annexation of the Lenard Powell Prop. LLC. Property and Ordinance No. O2010-20 pertains to the annexation of the Villages of Lake-Sumter Inc.

Melanie Peavy
Development Services Director

ORDINANCE NO. O2010-20

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR THE VOLUNTARY ANNEXATION OF CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 3.59 ACRES BEING GENERALLY LOCATED ON THE EAST SIDE OF THE CITY; IN SECTION 8 AND 9, TOWNSHIP 18 SOUTH, RANGE 23 EAST; WHICH IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF WILDWOOD, FLORIDA; PROVIDING THAT THE PROPERTY ANNEXED SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF THE CITY OF WILDWOOD AS IF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF WILDWOOD AT THE TIME OF ENACTMENT OF SAID LAWS AND ORDINANCES; PROVIDING THAT THE ANNEXED PROPERTY SHALL BE RESPONSIBLE AND HELD LIABLE FOR THEIR PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF THE CITY OF WILDWOOD; PROVIDING THAT SECTION 1-14 OF THE CITY OF WILDWOOD CODE OF ORDINANCES IS AMENDED TO INCLUDE THE ANNEXED PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Based upon the petition of the owners of the following described real property which lies within the unincorporated area of Sumter County, which is contiguous to the City of Wildwood and reasonably compact, generally located on the east side of the City, to be annexed into the City, the hereinafter described property is hereby annexed into the City of Wildwood pursuant to Section 171.044, Florida Statutes. The City Commission finds that the property is contiguous to the municipal limits of the City of Wildwood, that the property is reasonably compact, and that the property otherwise meets all legal requirements for annexation. The annexed property lying in Sumter County, Florida and owned by Villages of Lake-Sumter, INC. is more particularly described as follows:

Villages of Lake-Sumter, INC.
Parcels 1 and 3

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 8 AND 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8 RUN N00°29'25"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 317.95 FEET TO THE NORTHERLY RIGHT-OF-WAY OF C-44A ACCORDING TO THE RIGHT-OF-WAY MAP ON FILE IN THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N57°12'30"W, 18.62 FEET; THENCE N65°08'45"W, 55.69 FEET; THENCE N64°55'26"W, 27.20 FEET; THENCE N65°09'05"W, 508.22 FEET TO THE EASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 5, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY AND ALONG SAID EASTERLY BOUNDARY, N25°04'43"E, 265.00 FEET TO THE NORTH BOUNDARY OF THAT LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 2131, PAGE 399, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY BOUNDARY AND ALONG SAID NORTH BOUNDARY AND THE SOUTHEASTERLY EXTENSION THEREOF S65°09'05"E, 530.62 FEET; THENCE DEPARTING THE SOUTHEASTERLY EXTENSION OF SAID NORTH BOUNDARY, S00°57'59"W, 295.85 FEET TO SAID NORTHERLY RIGHT-OF-WAY OF C-44A; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES: N65°02'56"W, 21.89 FEET; THENCE N57°12'30"W, 20.22 FEET TO THE POINT OF BEGINNING.
CONTAINING 3.59 ACRES, MORE OR LESS.

SECTION 2. All of the above described annexed property shall liable for its proportionate share of the future and existing indebtedness of the City of Wildwood.

SECTION 3. All of the above described annexed property shall be subject to the laws and ordinance of the City of Wildwood as if this territory had been a part of the City of Wildwood at the time of passage and approval of said laws and ordinances.

SECTION 4. Until such time as the City amends its comprehensive plan, the current County zoning classification and land use regulations will remain in full force and effect.

SECTION 5. Section 1-14 of the City of Wildwood Code of Ordinances is hereby amended to include the legal description of the annexed parcel pursuant to this Ordinance.

SECTION 6. If any portion of this ordinance is declared invalid for any purpose, the remaining portion shall remain valid and in full force and effect.

SECTION 7. This ordinance shall take effect upon final approval by the City Commission.

DONE AND ORDAINED this ____ day of _____, 2010, by the City Commission
of the City of Wildwood, Florida.

SEAL

ATTEST:

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

RESOLUTION NO. R2010-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA AMENDING SECTION 7.3, D., 1, OF THE CITY OF WILDWOOD PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of Wildwood has determined the need for employees to take family members to medical appointments, and

WHEREAS, currently the Personnel Policies and Procedures do not include family member medical appointments as a use of sick leave.

NOW, THEREFORE, be it Resolved:

SECTION 1. Policy of the City of Wildwood personnel policies and procedures is hereby amended as follows [~~cross-throughs~~ (-) indicate deletions and underlines () indicate additions]:

Policy 7.3. ~~PAID SICK LEAVE/FAMILY AND MEDICAL LEAVE ACT.~~

A. SUBJECT. Employee sick leave ~~for medical reasons.~~

B. PURPOSE. To establish a uniform basis for accrual and use of sick leave and to coordinate use of sick leave with leave provided pursuant to the Family and Medical Leave Act.

C. POLICY. It is the policy of the City to provide paid sick leave to City employees while also promoting attendance when employees are not sick. Allowing accrual of sick leave promotes this policy. It is also the policy of the City that employees should receive paid sick leave concurrently with eligible leave given pursuant to the Family And Medical Leave Act as long as the employee has paid sick leave available.

D. PROCEDURE.

1. ~~Paid-Sick Leave.~~

a. All regular full-time City employees shall accrue 3.69 sick leave hours ~~paid-sick leave for~~ per pay period.

b. Use of Sick Leave.

i. Paid Accrued sick leave is intended to be used for personal illness, injury, or exposure to contagious disease for the employee or of the employee's immediate family as defined under FMLA, which includes spouse, child, parent.

ii. Paid Accrued sick leave is also intended to be used for personal or employee's immediate family member's visits to the doctor's office when such visits cannot be arranged outside of working hours.

iii. In unusual circumstances the City Manager may authorize the advancement of ~~paid~~ sick leave credits to an employee who has exhausted all sick and vacation leave credits. Such advancement not to exceed five working days. An extension beyond that time may be authorized only with the approval of the City Commission.

~~iv. Paid sick leave may be used for critical illness or death in the immediate family which includes spouse, child, parent, brother, sister, grandparents, parent-in-law, daughter-in-law, son-in-law, grandchild or persons related by blood or marriage residing in an employee's home.~~

~~iiiv. Use of paid Accrued sick leave for attendance of a to attend the funeral of a member of the employee's immediate family as defined by the FMLA or the employee's brother, sister, grandparents, parent-in-law, daughter-in-law, son-in-law, and grandchild shall be limited to three days if the funeral is within the State of Florida, and five (5) days if it is outside of the State of Florida unless otherwise approved by the City Manager.~~

~~vi. All paid sick leave shall be taken concurrently with time off available pursuant to the Family Medical Leave Act.~~

c. Accumulation of Paid Sick Leave Credits – Sick leave credits for the probationary period shall accrue, but ordinarily, no such leave may be taken during the first six months of employment except under circumstances as may be authorized by the City Manager. An employee may accrue up to a maximum of 480 hours of sick leave credits which may be converted to compensation in the manner prescribed in these rules and may accumulate additional hours which may be used if the employee experiences a catastrophic illness.

d. Payment of Sick Leave - There shall be no cash payment for earned, but unused, sick leave credits, except where the employee leaves in good standing from the city employment with ten or more years of service and is paid for unused sick leave at the regular hourly rate. The maximum number of hours that may be converted to compensation in this manner as earned but unused sick leave is 480 hours.

e. Abuse of Sick Leave - Sick leave is a privilege extended to employees as opposed to an expected benefit provided by the City. In order to preclude sick leave abuse, any employee who takes more than 48 hours of sick leave (excluding physician/medical appointments or verified time in a physician's or medical facility's care), or leave without pay during the previous 12-month period, (said time taken in four or more increments during this period) shall not be paid for the first day off in the succeeding 12-month period, without a physician's statement and/or special approval from his department head.

f. Verification of Illness - For sick leave of more than one day in duration, a certificate of a physician may be required. A supervisor may, with the City Manager's approval, cause such investigation as deemed necessary. An employee will be required to notify his immediate supervisor no later than 30 minutes before his or her shift is to begin the first day of sick leave. Unless the employee is confined to a hospital or suffering from an illness that would prevent him/her from doing so, the employee must give notice each day thereafter at least 30 minutes before his or her shift is to begin. Failure to comply may result in the absence being charged as leave without pay. Additionally, sick leave taken immediately before or after a holiday may require a certificate from a physician.

g. Extended Illness - In cases of extended illness where the employee cannot reasonably be expected to return to work, based on the opinion of the attending physician, and also at the expiration of all sick and vacation time to the credit of the employee, the City Manager may authorize advance sick leave, not to exceed a six working day period. No further advance of sick leave may be made without the approval

of City Commission. Sick leave so advanced shall be entered on the employee's leave record and sick leave earned after return to work shall be credited to the advance leave until accrued leave credits equal the amount of sick leave which has been advanced. In the event of termination of services prior to the earning of sufficient leave credits to cover that time advanced, deductions shall be made from the final pay due the employee in the amount of unearned advanced leave.

h. Donation of Sick Leave to Fellow Employees - Any employees may donate accumulated hours of sick leave credits to a fellow employee when such employee is experiencing long term illness and has used all of his/her own sick leave credits and vacation leave credits. Any person who does not have a credit of at least 240 hours of sick leave may not donate.

SECTION 2. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2010, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS – ACTION REQUIRED
c. RESOLUTIONS
FOR APPROVAL (2) Res. #R2010-32,
sole source purchase/ replace for
Kruger System manufactured bearings
for Oxidation Ditch #1 at the WWTP

SUBJECT: Wastewater Facility Repair of Oxidation Ditch #1
REQUESTED ACTION: Staff Recommends Approval

R 2010 - 32

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 9/28/10
 Special Meeting

CONTRACT:

N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT:

\$14,567.42

Annual

FUNDING SOURCE:

Wastewater Operational Revenue

Capital

EXPENDITURE ACCOUNT:

N/A

HISTORY/FACTS/ISSUES:

Mayor and Commission,

The oxidation ditch #1 is in need of repair. An oxidation ditch is a circular basin through which the wastewater flows. Activated sludge is added to the oxidation ditch so that the microorganisms will digest in the water. This mixture of raw wastewater and returned sludge is known as mixed liquor. Oxygen is added to the mixed liquor in the oxidation ditch using rotating biological contactors.

Once the microorganisms have been removed from the wastewater, the mixed liquor flows out of the oxidation ditch. Sludge is removed in the clarifier. This sludge is pumped to an aerobic digester where the sludge is thickened with the help of aerator pumps. This method greatly reduces the amount of sludge produced. Some of the sludge is returned to the oxidation ditch while the rest of the sludge is sent to waste.

With the malfunction of the gear box and rotor in oxidation ditch #4, our ability to process wastewater and our capacity is greatly impacted. As stated in Pete Bennet's memo, these bearings have been in service for over 60,000 hours. The most cost effective way to repair the bearings would be to have them both replaced at the same time.

Kruger is the sole source for these bearings due to the fact that they are fabricated only to fit Kruger systems which have been installed in the oxidation ditch.

Staff recommends approval.

Regards,

Robert Smith

RESOLUTION NO. R2010-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, FINDING A SOLE SOURCE PURCHASING AND REPLACEMENT OPPORTUNITY FOR THE FAILED BEARINGS IN OXIDATION DITCH #1 AT THE CITY'S WASTEWATER TREATMENT PLANT; PROVIDING THAT THE EXISTENCE OF THE SOLE SOURCE HAS BEEN DOCUMENTED BY THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a need to purchase and replace the bearings in Oxidation Ditch #1 at the City's wastewater treatment plant; and,

WHEREAS, the City's Oxidation ditches are Kruger Systems which were installed by Kruger Inc., and,

WHEREAS, Kruger is the sole source for these bearings due to the fact that they are fabricated only to fit Kruger systems which are installed in the oxidation ditch, and,

WHEREAS, the City has determined that there is no other company that manufactures these bearings for the Kruger Systems;

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

SECTION 1. Kruger Inc. is the sole source provider for the bearings that meet the requirements of the City.

SECTION 2. Kruger Inc. proposal, a copy of which is attached hereto, is hereby accepted by the City of Wildwood.

PASSED AND RESOLVED, this ____ day of _____, 2009.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

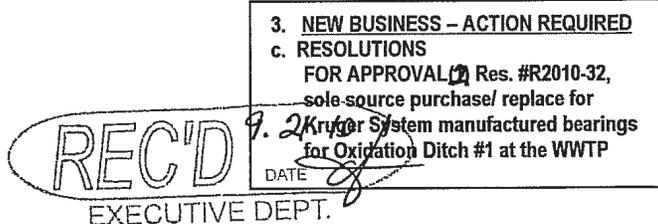
ATTEST: _____
Joseph Jacobs, City Clerk

BY: _____
Ed Wolf, Mayor

Approved as to form:

Jerri A. Blair, City Attorney

September 20, 2010



To: Robert Smith, City Manager

From: Pete Bennett, Wastewater Department Director 

Re: Repair of Oxidation Ditch # 1 (North/South Ditch)

We are in an immediate need to have the Oxidation Ditch # 1 Rotor End Bearings replaced as soon as possible. One of the end bearings has failed and the other bearing has as many hours of usage as the failed one. Due to the cost of labor and travel provided by Kruger it would be cost effective to replace both rotor end bearings at the same time. The cost savings would include Kruger labor, travel crane and equipment needed for a second trip. Should the second bearing fail before we can get repairs made we can not operate either of our two Oxidation ditches and we have no means by which to bypass these tanks. We are presently operating with one tank with one rotor working, which is running 24 hours per day 7 days per week until repairs are made..

Although the department has serviced the end bearings per Kruger's requirements the bearings have failed because of over 60,000 hours of operation. These rotors operate at a minimum of 10 to 12 hours per day seven days per week for the last 13 years.

(352) 330 - 1349
FAX (352) 330-1350

9/22/10

FAXED SEP 10 2010

Mr. Bobby Valentich
Wildwood WWTP
1290 Industrial Drive
Wildwood
FL

34785

Date: September 10, 2010
Expiration Date: November 9, 2010

Re-send per Bryan Hewitt 9/21/10

Dear Mr. Bobby Valentich:

Thank you for your recent request to provide additional services for you. On the attached "Requested Services" sheet, you will find a summation of our understanding of these tasks.

Presented herein is our budget proposal for these services. Our proposal consists of the labor listed below and parts as described on the attached "Parts List" sheet.

| Pre-Trip Internal Labor* | |
|--------------------------|-------|
| Description | Hours |
| Process | 1 |
| SCADA | 0 |
| Field Service Person | 0 |
| Designer | 0 |
| PLC Engineer | 0 |

| Field Labor* | | |
|----------------------|--------------|-------|
| Description | Days on Site | Trips |
| Process | 0 | 0 |
| SCADA | 0 | 0 |
| Field Service Person | 3 | 1 |
| Designer | 0 | 0 |
| PLC Engineer | 0 | 0 |

Please note that this proposal is for the total amount reflected. The hours, days, and trips reflect what is budgeted. Unused time, or trips, does not necessarily reflect a change in total price. Also trips may run concurrently. For instance, if a SCADA and PLC Engineer both have one trip allocated, then the total trips to the job site will be one trip.

Our price for the above services is \$6,766.00

This proposal is contingent upon acceptance of our attached standard terms and conditions.

We look forward to working with you again in the near future. In the meantime, if you have any questions, please do not hesitate to contact us.

Respectfully,

Bryan Hewitt
After Market Sales Manager
Bryan.Hewitt@veoliawater.com
Direct (919) 653-4521
Cell (919) 349-1616

encl: Terms and Conditions of Sale
Requested Services Sheet
Parts List
AFS Terms & Conditions

FAXED SEP 10 2010

I. KRUGER INC. - STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. If Buyer gives Seller prompt written notice of breach of this warranty within 18 months from delivery or 1 year from acceptance, whichever occurs first (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefore. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller). THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 10 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
7. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. **Force Majeure.** Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. **Miscellaneous.** If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgment issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.



3. NEW BUSINESS - ACTION REQUIRED
c. RESOLUTIONS
I. Kruger FOR APPROVAL (1) Res. #R2010-32,
401 Harrison Oaks Blvd. purchase/ replace for
Suite 100 Kruger System manufactured bearings
Cary, NC 27513 Station Ditch #1 at the WWTP

FAXED SEP 10 2010

TERMS AND CONDITIONS FOR AFTER MARKET FIELD SERVICES

This After Market Field Service quotation is an **ESTIMATE** only.

TIME: If, in fact, the work is completed in less time, the final invoice will reflect the savings. If additional time is required, customer will be notified and billed at the rates listed below plus expenses. Any overtime work will be billed at 1 ½ times the normal rate (after 8 hrs. and Saturdays). Sunday and Holiday work will be billed at 2 times the normal rate.

NOTICE: After we receive your authorized purchase order, a **minimum of TWO WEEKS notice is required to schedule field service work** and to make travel arrangements, if at all possible.

RESCHEDULING: After the field service work is agreed upon, it is scheduled at the convenience of both parties. If, in fact, the Field Service Engineer arrives on site and for unknown reasons beyond the control of Kruger, the field service work is canceled, or re-scheduled, customer will be billed for incurred expenses.

OUTSIDE EQUIPMENT RENTAL/LEASE: Kruger is not responsible for scheduling nor paying for outside equipment, i.e., crane, boom truck, etc.

LUBRICANTS: Kruger is not responsible for supplying lubricants of any kind.

LABOR RATES: Normal (8 hrs) = \$150.00/ hour

J. Bryan Hewitt

J. Bryan Hewitt
After Market Sales Manager
I. Kruger Inc. 401 Harrison Oaks Blvd. Cary, NC 27513
Cell: 919-349-1616
Main Phone: 919-677-8310 Fax: 919-677-0082 Email: bryan.hewitt@veoliawater.com

KRÜGER

QUOTE NO. 092210

3. NEW BUSINESS - ACTION REQUIRED
 c. RESOLUTIONS
 FOR APPROVAL PURS. WRS010-32,
 sole source purchase/replace for
 Kruger System manufactured bearings
 for Oxidation Ditch #1 at the WWTP

I. KRUGER INC.
 Veolia Water Solutions & Technologies

DATE: 9/22/10

401 Harrison Oaks Blvd., Suite 100
 Cary, North Carolina 27513 USA
 PHONE 919-677-8310 DIRECT 919-653-4521
 FAX 919-677-0082

EXPIRATION DATE: 10/22/2010
 This quote is valid for 30 days!

TO Contact Name: Bobby Valentich
 Company: Wildwood WWTP
 Address: 1290 Industrial Drive
 Wildwood, FL 34785
 Phone: 352.330.1349
 Fax: 352.330.1350

FROM: J. Bryan Hewitt
 After Market Sales Manager
bryan.hewitt@veoliawater.com
 CELL 919-349-1616

| SALESPERSON | JOB | PAYMENT TERMS | DELIVERY TERMS | DELIVERY SCHEDULE |
|-------------|--------------|---------------|----------------------------------|---------------------|
| JBH | Kruger Rotor | Net 30 Days | F.O.B. Prepaid & Add Destination | 2 weeks to ship ARO |

| QTY | PART NUMBER AND DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-----|-----------------------------|------------|------------|
|-----|-----------------------------|------------|------------|

NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

| | | | |
|--------|--|---------|------------|
| 2 | #701F-0116, maxi rotor end bearing assembly - 300# ea | 4062.13 | \$8,124.24 |
| 4 sets | #KRUBLTSS, structural hardware - 55 (12 per set) - 6 lbs. each | 123.39 | \$493.56 |

truck freight 600#, Fed Ex Ground 24#

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.
 PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
 CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.
 MINIMUM ORDER \$50.00.

| | |
|-------------------|----------------------|
| SUBTOTAL | \$8,617.80 |
| LESS 15% DISCOUNT | - \$1,292.67 |
| PROCESSING FEE | \$226.29 |
| ESTIMATED FREIGHT | \$250.00 |
| SALES TAX | n/a |
| TOTAL | US \$7,801.42 |

Quotation prepared by: JBH by afw
 To accept, sign here and return: _____

PLEASE NOTE:
 Order will not be processed until
 Purchase Order is received in our office.

THANK YOU FOR YOUR BUSINESS!

I Kruger Inc. - Standard Terms of Sale - Parts Only Orders (Rev. 1/4/2010) FOLLOWS

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/4% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, Delivery terms are F.O.B. Seller's facility.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
6. Warranty. Subject to the following sentence, "Supplier warrants to Purchaser that the Equipment shall materially conform to the description in Supplier's RFP and shall be free from defects in material and workmanship. Supplier shall have no other liability to Purchaser under warranty, tort or any other legal theory. If Purchaser gives Supplier prompt written notice of breach of this warranty within ninety days (90) on electrical supplies, one (1) year on mechanical supplies from delivery. (the "Warranty Period"). Supplier shall, at its sole option and as Purchaser's sole remedy, repair or replace the subject parts or refund the purchase price thereof. If Supplier determines that any claimed breach is not, in fact, covered by this warranty, Purchaser shall pay Supplier its then customary charges for any repair or replacement made by Supplier and there shall be a thirty-five percent (35%) re-stocking charge. Supplier's warranty is conditioned on Purchaser's (a) operating and maintaining the Equipment in accordance with Supplier's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Supplier. Supplier's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUPPLIER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY BELOW. SUPPLIER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE."
7. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
9. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
11. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of laws provisions.

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: Wastewater Facility Repair of Oxidation Ditch #4 R2010-33
REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only) **DATE OF MEETING:** 9/28/10
 Regular Meeting Special Meeting

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

BUDGET IMPACT: \$13,245.62
 Annual **FUNDING SOURCE:** Wastewater Operational Revenue
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

Mayor and Commission,

As stated at our last meeting, the oxidation ditch #4 at the wastewater treatment plant malfunctioned. Barnes Ferland & Associates have investigated the incident and we are awaiting their results. So far it seems as though the bolts that fasten the motor that turns the turbine within the oxidation ditch came undone and broke from the foundation causing the turbine to fall into the ditch. The insurance company has been notified and we are awaiting documentation from the various companies involved in the design and construction of the oxidation ditch. Once we have that information I will provide it to you. In the mean time the repairs are needed to maintain the City's maximum flows. A crane will be needed to remove the turbine and Kruger and their subcontracts will be repairing the gearbox, rotor, and reinstalling the turbine.

Kruger is the sole source for these items/service due to the fact that they are fabricated only to fit Kruger gearboxes and rotors, which have been installed in the oxidation ditch. Staff would recommend repairing the motor instead of replacement.

Staff recommends approval.

Regards,

Robert Smith

3. NEW BUSINESS – ACTION REQUIRED
c. RESOLUTIONS FOR APPROVAL
(3) Res. #R2010-33, sole source purchase/
repair and re-installation of the turbine in
Oxidation Ditch #4, for a Kruger System, at
the COW WWTP

RESOLUTION NO. R2010-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, FINDING A SOLE SOURCE PURCHASE AND REPAIR OPPORTUNITY RELATIVE TO THE REINSTALLATION OF THE TURBINE IN OXIDATION DITCH #4 AT THE CITY'S WASTEWATER TREATMENT PLANT; PROVIDING THAT THE EXISTENCE OF THE SOLE SOURCE HAS BEEN DOCUMENTED BY THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a need to repair and reinstall the turbine in Oxidation Ditch #4 at the City's wastewater treatment plant; and,

WHEREAS, the City's Oxidation ditches are Kruger Systems which were installed by Kruger Inc., and,

WHEREAS, Kruger is the sole source for the items needed to do these repairs due to the fact that they are fabricated only to fit Kruger systems which are installed in the oxidation ditch, and,

WHEREAS, the City has determined that there is no other company that manufactures the items needed to repair the Kruger Systems;

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

SECTION 1. Kruger Inc. is the sole source provider for the materials needed to repair and reinstall the turbine that will meet the requirements of the City.

SECTION 2. Kruger Inc. proposal, a copy of which is attached hereto, is hereby accepted by the City of Wildwood.

PASSED AND RESOLVED, this ____ day of _____, 2009.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

BY: _____
Ed Wolf, Mayor

Approved as to form:

Jerri A. Blair, City Attorney

September 14, 2010

To: Robert Smith, City Manager

From: Pete Bennett, Wastewater Department Director



Re: Repair of Oxidation Ditch # 4

We are in an immediate need to have the Oxidation Ditch # 4 Rotor gearbox and assembly repaired and replaced as needed as soon as possible.

Without the #4 Oxidation Ditch, Solids are much higher, therefore we will need to increase wasting and load hauling of solids. To conserve monies in sludge hauling we were utilizing the Oxidation Ditch # 4 to maintain solid balance ratios. We can no longer do that.

With the winter months approaching increased solids and liquid flows will push the plant to its limits to handle the increased loads. To keep up we will need to press everyday to handle the increased volume due to the limited volume of sludge handling tanks. We are having difficulties controlling the air volumes in our remaining tanks, which may carry over to our effluent resulting in loss of reuse quality water.

has reached its operating temperature. Suck off the used oil by means of the suction pump provided by Kruger.

Electric Motor

Clean the motor regularly for dust and dirt to maintain the cooling capacity.

The motor ball bearings come lubricated from the factory. This also applies when the motor is equipped with lubrication nipples.

Lubricating intervals are indicated on the motor name plate.

Take out the bearings and replace/clean after 15,000-20,000 operating hours or after 2.5 years at the latest or according to the manufacturer's directions. Remove the old grease from the bearing housing and renew the grease according to the manufacturer's directions.

Fastening

Check after the first three months that all screws and bolts are tightened. Then check every six months.

5/8 grade 5 flange bolts - torque to 110 lb-ft.

Surface Treatment

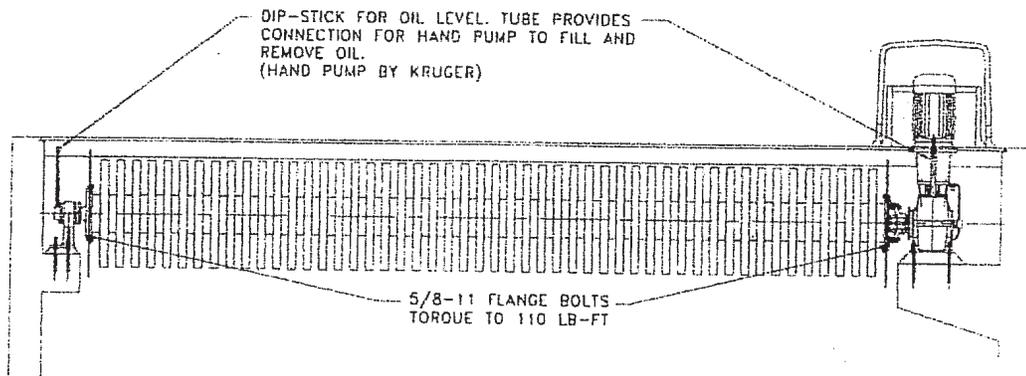
Check the surface treatment once every six months. The rotor shaft is protected with two coats of coal tar epoxy, each with a 16 to 20 mils dry film thickness. Any damage to this coating must be repaired immediately according to the same specifications and with the same painting system originally used.

The paint must be of make Tnemec 46-413 coal tar epoxy.

Damage to the surface treatment of the gearbox or the motor must be repaired according to the supplier's directions.

3. NEW BUSINESS – ACTION REQUIRED
c RESOLUTIONS FOR APPROVAL
(3) Res. #R2010-33, sole source purchase/
repair and re-installation of the turbine in
Oxidation Ditch #4, for a Kruger System, at
the COW WWTP

5.2 Chart for Lubrication and Preventive Maintenance



| SUBJECT | LUBRICATION | | | | CHECK | REMARKS |
|-------------------------------|-----------------------------|-----------------|------------------|------------------|------------------|---|
| | NUMBER OF LUBRICATION AREAS | OPERATING HOURS | MAXIMUM INTERVAL | OIL/GREASE | MAXIMUM INTERVAL | |
| GEARBOX | 1 | 500 | 1 YEAR | OIL | | FIRST OIL CHANGE |
| | 1 | 4000 | 1 YEAR | OIL | | SUBSEQUENT OIL CHANGE |
| | | | | | 1 MONTH | OIL LEVEL CHECK |
| MOTOR | 2 | | 1 YEAR | GREASE 1 YEAR | | CLEANING AND LUBRICATION OF BEARINGS |
| END BEARING | 1 | 500 | 1 YEAR | OIL | | FIRST OIL CHANGE |
| | 1 | 4000 | 1 YEAR | OIL | | SUBSEQUENT OIL CHANGE |
| | | | | | 1 MONTH | OIL LEVEL CHECK |
| ROTOR FLANGE BOLT CONNECTIONS | | | | | 6 MONTHS | TIGHTEN, IF NECESSARY USING A TORQUE WRENCH |
| PAINT COAL TAR EPOXY | | | | | 6 MONTHS | CHECK FOR DAMAGE |

— NOTE:
 IF THE TEMPERATURE DIFFERENCE BETWEEN
 SUMMER/WINTER EXCEEDS 86° F THE OIL
 SHOULD BE CHANGED TWICE A YEAR

— LUBRICATION SHOULD BE SCHEDULED BASED ON
 OPERATING HOURS OR MAXIMUM INTERVAL DEPENDING
 ON WHICH OCCURS FIRST

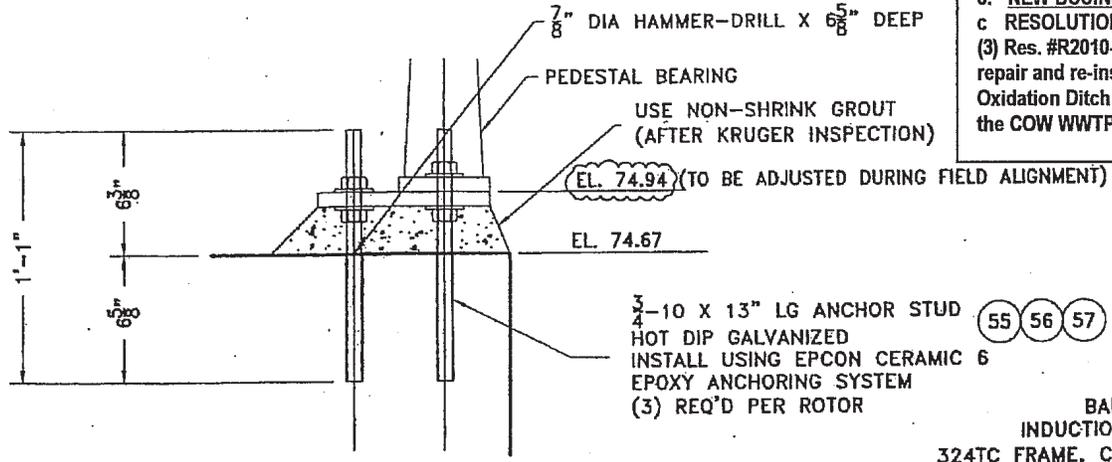
MOTOR GREASE
 SHELL DOLIUM R
 CHEVRON SRI
 A HIGH GRADE BALL OR
 ROLLER BEARING GREASE
 SHOULD BE USED

OIL (CHECK GEARBOX AND END BEARING MANUAL)

| AMBIENT TEMPERATURE | ISO STANDARD TYPE OIL | AMERICAN EQUIVALENT TYPE OIL |
|--------------------------|--|------------------------------|
| -20°C/-4°F AND 10°C/50°F | BP-GR-XP-150 CASTROL - ALPHA SN 150 STATOIL - LOADWAY EP 150 | |
| 0°C/32°F AND 40°C/104°F | BP-GR-XP-320 CASTROL - ALPHA SN 320 STATOIL - LOADWAY EP 320 | MOBILEGEAR 632 |
| 30°C/86°F AND 70°C/158°F | BP-GR-XP-680 CASTROL - ALPHA SN 680 STATOIL - LOADWAY EP 680 | MOBILEGEAR 636 |

BRING THE OIL UP TO 70° BEFORE FILLING
 THE GEARBOX HAS BEEN DESIGNED FOR AN AMBIENT TEMPERATURE UP
 TO 113° F

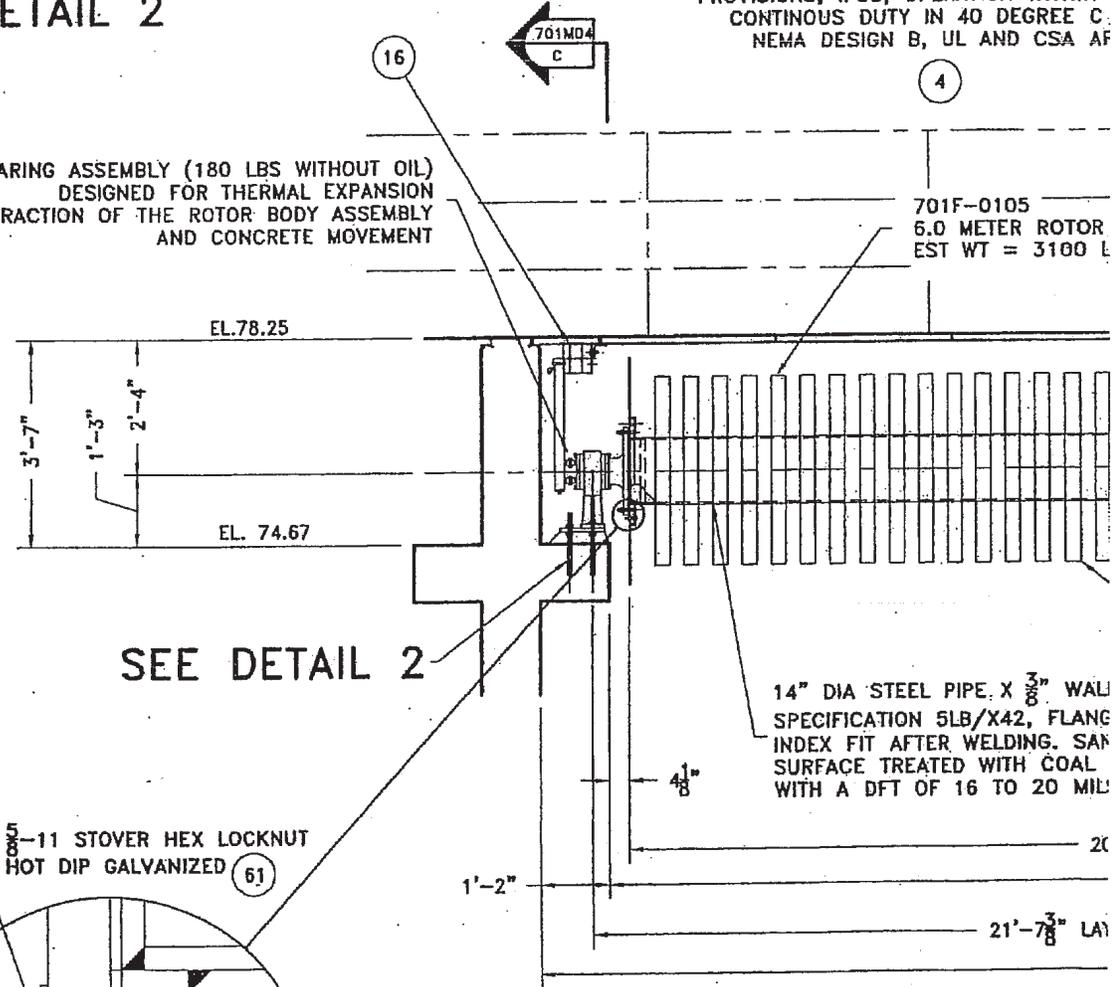
3. NEW BUSINESS - ACTION REQUIRED
 c RESOLUTIONS FOR APPROVAL
 (3) Res. #R2010-33, sole source purchase/repair and re-installation of the turbine in Oxidation Ditch #4, for a Kruger System, at the COW WWTP



DETAIL 2

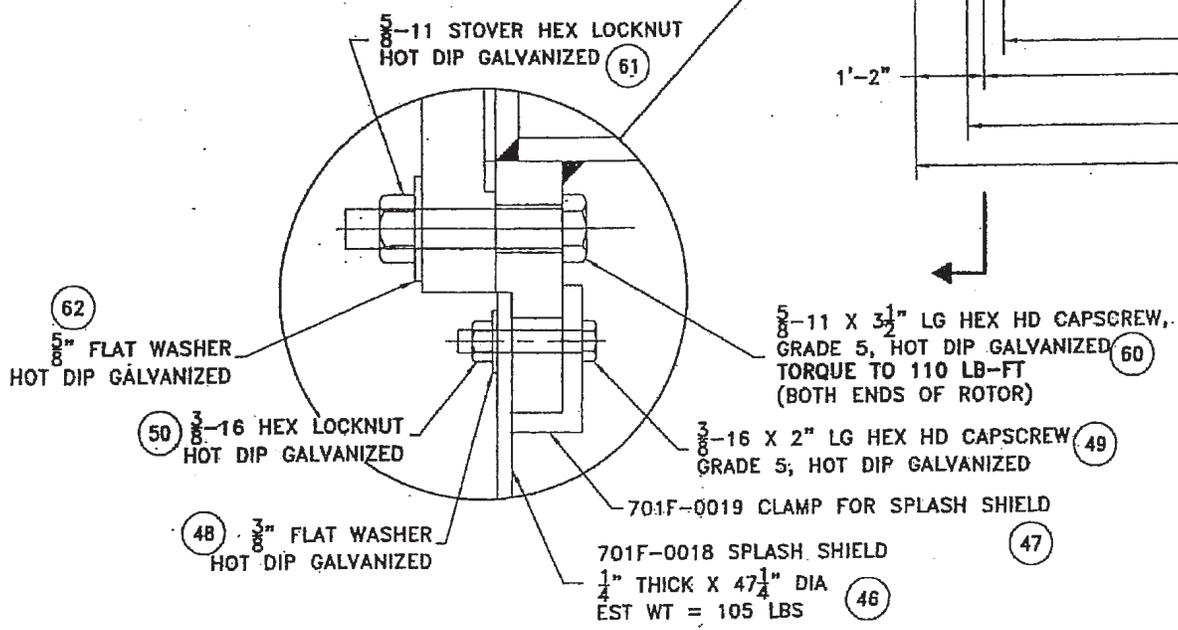
BALDOR NEMA C-FACE VERTICAL 1 INDUCTION MOTOR, TEFC, 1800 RPM, CF 324TC FRAME, CLASS F INSULATION DOUBLE DIF ANTI-FRICTION PREMIUM GRADE BALL PROVISIONS, IP55, OPERATION WITHIN CONTINUOUS DUTY IN 40 DEGREE C. NEMA DESIGN B, UL AND CSA AF

1 BEARING ASSEMBLY (180 LBS WITHOUT OIL) DESIGNED FOR THERMAL EXPANSION AND CONTRACTION OF THE ROTOR BODY ASSEMBLY AND CONCRETE MOVEMENT



SEE DETAIL 2

SECTION



THE PRESENCE OF A PROFESSIONAL E

| | | |
|-----------------|----------|---|
| 2 | 07/11/07 | R |
| 1 | 07/10/07 | R |
| rev | date | |
| GRAPHICAL SCALE | | |

KRÜGER

I. Kruger Inc.
401 Harrison Oaks Blvd
Ste. 100
Cary, NC 27513

3. NEW BUSINESS - ACTION REQUIRED
c RESOLUTIONS FOR APPROVAL
#2010-98
(3) Res #2010-98, sole source purchase/
repair and installation of the turbine in
Oxidation Ditch #4, for a Kruger System, at
the COW WWTP

July 16, 2008

TO WHOM IT MAY CONCERN:

This document is to inform you that **I. Kruger Inc. is the sole source** in North America, South America, and the Pacific Rim Territories for the following products:

Desmi Rotor Assemblies

Desmi Rotor Gearboxes

Desmi Rotor End Bearings

Brevini Geardrives

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Microsand Pumps

Kruger Mixers

Kruger Rotor Tubes

Kruger Rotor Star Assemblies

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

If you have any questions or concerns, please feel free to contact me.

Thank you,



J. Bryan Hewitt

After Market Sales Manager

I. Kruger Inc. 401 Harrison Oaks Blvd. Cary, NC 27513 USA

Main: 919-677-8310 Direct Dial: 919-653-4521 Fax: 919-677-0082 Cell: 919-349-1616

Email: bryan.hewitt@veoliawater.com

3. NEW BUSINESS - ACTION REQUIRED
 c RESOLUTIONS FOR APPROVAL
 (3) Res. #R2010-33, sole source purchase/
 repair and re-installation of the turbine in
 Oxidation Ditch #4, for a Kruger System, at
 the COW WWTP

Electric Motors
 & Lift Station Service, Inc
 1701 S. Belcher Rd
 Largo, FL 33771

Estimate

Number: E1500

Date: September 14, 2010

Bill To:

Wildwood WWTP

Ship To:

Wildwood WWTP

| PO Number | Terms | Job # | *** |
|-----------|-------|-------|-----|
| | | | |

| Date | Cat. | Description | Quantity | Price Each | Tax | Amount |
|-----------------------------------|------|----------------------------------|----------|------------|-------------------------|------------|
| 9/14/10 | | Remove gearbox. . 2 men @ 3 days | 48.00 | 85.00 | | 4,080.00 |
| 9/14/10 | | Motel Rooms 2 Nights | 1.00 | 320.00 | | 320.00 |
| 9/14/10 | | Core drill rental per day | 3.00 | 65.00 | | 195.00 |
| 9/14/10 | | 1" core bit | 1.00 | 179.00 | | 179.00 |
| 9/14/10 | | Epoxy 3 tubes | 1.00 | 95.00 | | 95.00 |
| 9/14/10 | | Epoxy gun | 1.00 | 78.00 | | 78.00 |
| 9/14/10 | | Grout 5 Bags | 1.00 | 60.00 | | 60.00 |
| 9/14/10 | | 2- 2x4x8's | 1.00 | 12.00 | | 12.00 |
| Customer to supply crane service. | | | | | | |
| Authorized Approval | | | | | | |
| Signature | | | Date | | | |
| Please Print Name | | | | | | |
| | | | | | Sub-Total | \$5,019.00 |
| | | | | | State Tax 7.00% on 0.00 | 0.00 |
| | | | | | Total | \$5,019.00 |

Phone: 727-538-4778 Fax: 727-538-4776

Don

KRÜGER

3. NEW BUSINESS - ACTION REQUIRED
 c RESOLUTIONS FOR APPROVAL
 (3) Res. #R2010-33, sole source purchase/
 repair and re-installation of the engine in
 Oxidation Ditch #4, of a Kruger System, at
 the COW WWTP

QUOTE NO. 0915

DATE: 9/15/10

I. KRUGER INC.
 Veolia Water Solutions & Technologies

401 Harrison Oaks Blvd., Suite 100
 Gary, North Carolina 27513 USA
 PHONE 919-677-8310 DIRECT 919-653-4521
 FAX 919-677-0082

EXPIRATION DATE: 10/15/2010
This quote is valid for 30 days!

TO Contact Name: Bobby Valentich
 Company: Wildwood WWTP
 Address: 1290 Industrial Drive
 Wildwood, FL 34785
 Phone: 352.330.1349
 Fax: 352.330.1350

FROM: J. Bryan Hewitt
 After Market Sales Manager
bryan.hewitt@veoliawater.com
 CELL 919-349-1616

| SALESPERSON | JOB | PAYMENT TERMS | DELIVERY TERMS | DELIVERY SCHEDULE |
|-------------|--------------|---------------|----------------------------------|-------------------|
| JBH | Kruger Ditch | Net 30 Days | F.O.B. Prepaid & Add Destination | see below |

| QTY | PART NUMBER AND DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-----|-----------------------------|------------|------------|
|-----|-----------------------------|------------|------------|

NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

| | | | |
|-------|--|--------|------------|
| 1 | #701F-0116, maxi rotor end bearing assembly - stock in AL - 300# ea | | \$4,062.13 |
| 1 | #701-DAF801, base frame for gearbox - 1 week to ship ARO ship - 150 lbs. | | \$423.53 |
| 16 | #701F-0019, clamp for splash shield | 35.29 | \$564.64 |
| 1 lot | Hardware for above | | \$317.65 |
| 2 | #KRUBLTSS, structural hardware - SS (12 per set) - stock in NC - 6 lbs. each | 123.39 | \$246.78 |

truck freight 450#, Fed Ex Ground 12#

SUBTOTAL \$5,614.72

LESS 15% DISCOUNT - \$842.22

PROCESSING FEE \$142.64

ESTIMATED FREIGHT \$175.00

SALES TAX n/a

TOTAL US \$5,090.14

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.
 PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,
 CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.
 MINIMUM ORDER \$50.00.

Quotation prepared by: *JBH by afur*
 To accept, sign here and return:

PLEASE NOTE:
 Order will not be processed until
 Purchase Order is received in our office.

THANK YOU FOR YOUR BUSINESS!

I Kruger Inc. - Standard Terms of Sale - Parts Only Orders (Rev. 1/4/2010) FOLLOWS



KRÜGER

I. KRUGER INC.

Veolia Water Solutions & Technologies

401 Harrison Oaks Blvd., Suite 100
Cary, North Carolina 27513 USA
PHONE 919-677-8310 DIRECT 919-653-4521
FAX 919-677-0082

TO Contact Name: Bobby Valentich
Company: Wildwood WWTP
Address: 1290 Industrial Drive
Wildwood, FL 34785
Phone: 352.330.1349
Fax: 352.330.1350

QUOTE NO. 090910

3. NEW BUSINESS - ACTION REQUIRED
c RESOLUTIONS FOR APPROVAL
(3) Res. #R2010-33, to purchase/repair and re-installation of the turbine in Oxidation Ditch #4, for a Kruger System, at the COW WWTP

DATE: 9/9/10

EXPIRATION DATE: 10/09/2010
This quote is valid for 30 days!

FROM: J. Bryan Hewitt
After Market Sales Manager
bryan.hewitt@veoliawater.com
CELL 919-349-1616

| SALESPERSON | JOB | PAYMENT TERMS | DELIVERY TERMS | DELIVERY SCHEDULE |
|-------------|--------------|---------------|----------------------------------|-------------------|
| JBH | Kruger Ditch | Net 30 Days | F.O.B. Prepaid & Add Destination | stock in NC |

| QTY | PART NUMBER AND DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-----|--|------------|------------|
| 1 | #UM180 Right Hand, Rebuilt gearbox, 324/326TC - 1,000# | | \$9,083.77 |

NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

| | | |
|---|-------------------|---------------|
| | SUBTOTAL | \$9,083.77 |
| | LESS 15% DISCOUNT | - \$1,362.57 |
| ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER. | PROCESSING FEE | \$154.42 |
| PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE, | ESTIMATED FREIGHT | \$280.00 |
| CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES. | SALES TAX | n/a |
| MINIMUM ORDER \$50.00. | TOTAL | US \$8,155.62 |

Quotation prepared by: *JBH by afw*
To accept, sign here and return:

PLEASE NOTE:
Order will not be processed until
Purchase Order is received in our office.

THANK YOU FOR YOUR BUSINESS!

I Kruger Inc. - Standard Terms of Sale - Parts Only Orders (Rev. 1/4/2010) FOLLOWS



KRÜGER

3. NEW BUSINESS - ACTION REQUIRED
c RESOLUTIONS FOR APPROVAL
 (3) Res. #R2010-30, sole source purchase/repair and re-installation of the turbine in Oxidation Ditch #4, for a Kruger System, at the COW WWTP

QUOTE NO. 090908

I. KRÜGER INC.
 Veolia Water Solutions & Technologies

DATE: 9/9/10

401 Harrison Oaks Blvd., Suite 100
 Cary, North Carolina 27513 USA
 PHONE 919-677-8310 DIRECT 919-653-4521
 FAX 919-677-0082

EXPIRATION DATE: 10/09/2010
This quote is valid for 30 days!

TO Contact Name: Bobby Valentich
 Company: Wildwood WWTP
 Address: 1290 Industrial Drive
 Wildwood, FL 34785
 Phone: 352.330.1349
 Fax: 352.330.1350

FROM: J. Bryan Hewitt
 After Market Sales Manager
 bryan.hewitt@veoliawater.com
 CELL 919-349-1616

| SALESPERSON | JOB | PAYMENT TERMS | DELIVERY TERMS | DELIVERY SCHEDULE |
|-------------|--------------|---------------|----------------------------------|-------------------|
| JBH | Kruger Ditch | Net 30 Days | F.O.B. Prepaid & Add Destination | stock in NC |

| QTY | PART NUMBER AND DESCRIPTION | UNIT PRICE | LINE TOTAL |
|-----|-----------------------------|------------|------------|
|-----|-----------------------------|------------|------------|

NOTE: The attached Kruger Quotation is for Parts Only. The pricing is expressly contingent upon the items in this quotation & are subject to I. Kruger Inc. Standard Terms of Sale for Parts Orders as detailed herein. No add'l terms contained within Owner's and/or Engineer's Plans & Specifications shall apply to nor become a part of this Quote.

| | | | |
|---|---|--|-------------|
| 1 | #UM180 Right Hand, New gearbox with coupler, 324/326TC - 1,000# | | \$19,443.47 |
|---|---|--|-------------|

SUBTOTAL \$19,443.47

LESS 15% DISCOUNT - \$2,916.52

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.

PROCESSING FEE \$220.36

PRICES QUOTED ABOVE DO NOT INCLUDE SHIPPING, BROKERAGE,

ESTIMATED FREIGHT \$280.00

CUSTOMS DUTIES & FEES, START UP SERVICES, APPLICABLE TAXES.

SALES TAX n/a

MINIMUM ORDER \$50.00.

TOTAL US \$17,027.31

Quotation prepared by: *JBH by ajw*

To accept, sign here and return: _____

PLEASE NOTE:
 Order will not be processed until
 Purchase Order is received in our office.

THANK YOU FOR YOUR BUSINESS!

I Kruger Inc. - Standard Terms of Sale - Parts Only Orders (Rev. 1/4/2010) FOLLOWS

VEOLIA

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Triumph South

Approval of Developer's Agreement for Triumph South

REQUESTED ACTION:

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 8/23/10
 Special Meeting

CONTRACT:

N/A
Effective Date: 8/23/10
Managing Division / Dept:

Vendor/Entity: _____
Termination Date: _____
Development Services

BUDGET IMPACT:

- Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Project: Triumph South
Parcel Numbers: D32=040, D32=136 and D32=140
Property Location: CR 462
Owner: Wildwood Sumter Holdings, LLC/Engineer: Farner, Barley & Associates

City staff is seeking Commission approval of the developer's agreement for the Triumph South development.

The proposed development will consist of 70 single family residential units and 40 condominium units as well as supporting infrastructure.

The developer's agreement includes Developer and City obligations, time frames for delivery of services (water, wastewater, reuse), cost of services, etc.

The developer is requesting 103.3 ERUs. TIE fees and connection fees have been calculated and are included as exhibits to the agreement. Developer will pay 100% of the TIE fees and 50% of the connection fees upon execution of the agreement.

Melanie Peavy
Development Services Director

**DEVELOPER'S AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
WILDWOOD SUMTER HOLDINGS, INC.**

This Developer's Agreement, effective this ____ day of _____, 2010, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Wildwood Sumter Holdings, Inc., a Florida corporation, of 379 Bowes Road, Concord, ON L4K1J1 (hereinafter called "Developer").

WITNESSETH:

WHEREAS, Developer Agreements strengthen the public planning process, encourage sound capital improvement planning, assist in assuring that there are adequate capital facilities for the development, encourage private participation and comprehensive planning; and,

WHEREAS, City is a regional water, wastewater, reuse water and municipal services 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 desires to procure services, including, but not limited to, water, wastewater, reuse water and other municipal services from the City for the Property described in Exhibit "A"; and,

WHEREAS, Developer's proposed development requires access to water, wastewater, reuse water and other municipal services; and,

WHEREAS, the City of Wildwood desires to provide water, wastewater, reuse water and other municipal services to the Property; and,

WHEREAS, Developer will construct all utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the Property in accordance to City standards; and,

WHEREAS, Developer agrees to maintain all utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the project site in accordance to City standards until such time as all such improvements are conveyed to the Homeowners Association established by the Developer for the perpetual maintenance of all such improvements; and,

WHEREAS, the parties desire to enter into an agreement setting forth the mutual understandings and undertakings regarding the furnishing of said services, including, but not limited to water, wastewater, reuse water and other municipal services for the Property described in Exhibit "A"; and,

WHEREAS, this Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement; and,

WHEREAS, the City has approved this Agreement and has authorized the proper City officials to execute this Agreement by motion passed at a regular Commission meeting on _____.

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:

PART I. DEFINITIONS

- A. The term "Connection Fee" means those charges of the City for a customer's proportionate share of the capital costs of the water and wastewater utility plant capacity allocated to a new or modified customer connection and shall be construed as defined in City of Wildwood ordinances and resolutions.
- B. The term "Developer" shall refer to Wildwood Sumter Holdings, Inc., its successors, heirs and assigns in interest and / or title, including the Homeowner Association created by the Developer and to whom all common improvements, including the utilities described in this Agreement, will be conveyed and under whom all future maintenance responsibilities will fall.
- C. The term "Equivalent Residential Unit" as defined by City ordinance shall be referred to in this Agreement as "ERU". The term "Equivalent Residential Connection", also referred to as "ERC", is considered synonymous with "ERU".
- D. The term "Property" or "Developer's Property" refers to the real property described in Exhibit "A", attached to and incorporated into this Agreement.
- E. The term "Transmission Infrastructure Extension Fee" shall be referred to as "TIE fee" and means those charges of the City for a customer's proportionate share of the capital costs of the water, wastewater and reuse water utility main lines and connection lines and shall be as defined by City ordinances and resolutions.
- F. The term "County" shall mean and refer to Sumter County, Florida.
- G. The term "water management district" shall mean and refer to Southwest Florida

Water Management District (SWFWMD).

H. The term "Significant Progress" shall be defined as the Developer having storm water basins, roadway bases, curbs and underground utilities completed or under construction pursuant to a valid permit from the City for such work.

I. The term "Point of Connection" shall be defined as that location within the dedicated utility easement where City ownership and maintenance of the water, wastewater and reuse water mains end and private ownership and maintenance of said systems begins.

PART II. DEVELOPER'S OBLIGATIONS

A. TIE Fees, Connection Fees and Capacity.

1. TIE Fees.

a. The Transmission Infrastructure Extension (TIE) fee purchases a hydraulic share in the water, wastewater and reuse water infrastructure extending from the proposed development back to the nearest well facility for water and wastewater treatment plant for wastewater. As with connection fees, TIE fees are based on equivalent residential volumes, which are 300 gallons per day water consumption or 250 gallons per day of wastewater treatment and the distance (in feet) between the development and the water or wastewater plant. The standard distance for one (1) TIE is 15,000 feet.

b. The water TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the water TIE fee is included in the attached Exhibit "B".

c. The wastewater TIE fee shall be calculated using City ordinances

and resolutions in effect at the time the Developer executes this agreement. The calculation for the wastewater TIE fee is included in the attached Exhibit "B".

d. The reuse water TIE fee shall be calculated using City ordinances and resolutions in effect at the time the Developer executes this agreement. The calculation for the reuse water TIE fee is included in the attached Exhibit "B".

e. All water, wastewater and reuse water TIE fees, required by the Developer's reservation of capacity as evidenced by the payment of Connection fees, are to be paid in full upon the execution of this agreement.

f. Developer understands that TIE fees are non-refundable.

g. TIE fees are calculated by the City based on the number of connection fees approved for reservation as indicated in Exhibit "B", unless Developer elects to reserve a lesser capacity, in which case the TIE fees due upon execution of this Agreement will be reduced accordingly. One (1) TIE fee is due for each connection (ERU) reserved. The Developer acknowledges that no water or wastewater capacity reservation is implied without City receiving payment of the applicable fees. Reservation of water and wastewater capacity is subject to availability.

h. Developer understands that increases in capacity reservation will result in additional TIE fees due from the Developer.

2. Connection Fees and Capacity

a. The water and wastewater connection fees shall be calculated according to the rate schedule adopted by the City at the time the Developer executes this Agreement. The calculation for the connection fees to be purchased at the time of execution of this Agreement is included in the attached composite Exhibit "B", however, the parties understand that Developer is not obligated to reserve all of the capacity

available at this time, and that if Developer elects to reserve a lesser capacity, the calculations in Exhibit "B" shall be revised accordingly. The amount of the connection fees shall be as specified in this Agreement or appropriate exhibit attached hereto.

b. Developers must proceed with due diligence toward the use of all connection fees purchased.

c. Connection Fees are not sold on speculation and may be repurchased by the City at the price paid by the Developer if significant construction progress is not made within twenty-four (24) months of the date the purchased connection fee becomes available to the Developer. The time for significant progress may be extended pursuant to the provisions of this Agreement concerning "Force Majeure."

d. The following actions must precede the reservation of water or wastewater ERU's:

i. Developer must complete the Concurrency Determination and Concurrency Reservation applications.

ii. This Developers Agreement and all attachments must be fully executed.

e. Connection fees shall be paid as follows:

i. The first fifty percent (50%) of all water and wastewater connection fees to be reserved must be paid upon execution of this agreement.

ii. The next twenty five percent (25%) of the water and wastewater connection fees shall be paid upon issuance of the individual building permits for which ERC's are reserved, with the amount due being the pro rata share for each dwelling unit covered by the subject building permit (e.g. if Developer reserves

capacity for one-hundred (100) single-family homes, a building permit for one (1) single-family home shall require a payment equal to $1/100^{\text{th}}$ of the twenty-five percent (25%) due under this paragraph).

iii. The final twenty five percent (25%) of the water and wastewater connection fees shall be paid upon issuance of the Certificate of Occupancy for the portion of the Development for which ERU's are reserved, with the amount due being the pro rata share of each dwelling unit covered by the subject building permit.

f. Capacity is reserved for a particular location and pre-supposes that the City will be prepared to serve that capacity according to the agreed upon availability schedule at that location and no other.

3. Until Developer provides the City with full payment for all TIE fees and Connection fees sought to be reserved by Developer and completes all other requirements of this agreement, no water, wastewater or reuse water service will be provided to the Property.

4. The City reserves the right to determine the number of ERU's it will allow a Developer to purchase. The City has determined at the time of execution of this Agreement that the Developer may purchase up to 103.3 water ERU's, 103.3 wastewater ERU's and 103.3 reuse water ERU's. These capacities will be available as set forth on Exhibit "C".

5. Developer may not transfer any reserved water, wastewater or reuse water capacity without written permission from the City. Any such transfer will void the capacity reservation and the ERU's will revert back to the City and the Developer will forfeit any right to any repayment of the connection fees paid for the capacity reservation. The City shall not withhold permission for a transfer of capacity to another

property or another project if the request is reasonable. As Developer develops the Property and sells portions thereof, such sales shall not be deemed a transfer prohibited by this paragraph.

6. The purchase of ERU's does not act to set the price for future purchases, but only as to purchases specifically set forth in this Agreement. Any future purchases not contemplated by this Agreement will be at the price set by the City at time of payment.

B. Developer's responsibility after connection to City's water, wastewater and reuse water systems.

After connection to City's water, wastewater and reuse water systems:

1. Developer shall be responsible for all wastewater lines from the point of connection to the City's wastewater force main.
2. The Developer shall be responsible for all water distribution lines from the point of connection to the City's water main.
3. The Developer shall be responsible for all reuse water distribution lines from the point of connection to the City's reuse water main.
4. The Developer shall be responsible for the on-site wastewater lift stations.

C. Other.

1. The City's land development regulations require dual systems for irrigation, Florida friendly landscaping, energy efficient construction, energy efficient appliances, and underground utilities. These land development regulations will apply to this Development.

2. Fire flow volumes and pressures are limited by the City's potable water extension service infrastructure. The fire flow volumes and pressure flow which will be provided by the City are appropriate for single family homes. Need for enhanced fire flow volumes, pressures, over extended time periods may require that Developer set a storage tank with high pressure pumps or otherwise supplement existing potable water delivery at Developer's expense. The City shall not reduce its fire flow volumes and pressures after Developer has commenced development of the Property.

3. The Developer, Homeowners Association and individual property owners must abide by the City of Wildwood Residential Design Standards and any other applicable ordinances or Land Development Regulations.

4. Developer will be responsible for costs associated with the recording of this document.

5. The Developer has provided the City with a twenty (20) foot utility easement along and through the property. This easement must be reflected and noted on the approved site plans and plats as submitted by the Developer. If the Developer needs to relocate the existing utility main lines within the existing easement for any reason, the design must be approved by the City. The Developer must provide an additional easement which must be executed and recorded. All costs of the relocated utility lines will be the responsibility of the Developer including, but not limited to, design, review, permitting, materials, labor and equipment. A complete set of as-built drawings for the relocated utility mains must be provided to the City prior to the issuance of the final Certificate of Occupancy.

PART III. CITY'S OBLIGATIONS

A. When, at no cost to City, (1) the water distribution, wastewater collection and reuse water systems have been satisfactorily installed, inspected, tested and approved and certified in writing by Developer's engineer, with the City, or its authorized representative; (2) Developer has satisfied the conditions of this Agreement; and (3) the City's authorized representative has inspected the constructed facilities, permitting documents and construction "as-built" drawings, and received four (4) sets of signed and sealed "as-built" drawings plus one electronic copy in PDF format, then the City shall thereafter connect the water, wastewater and reuse water systems. The obligation of the City to furnish water, wastewater or reuse water other than construction water shall not arise until Developer has completed the conditions contained in this paragraph. The City shall have sixty (60) days from completion of construction to review drawings and constructed facilities.

B. The City shall extend water, wastewater and reuse water transmission facilities to the Property.

C. The City shall make available to the Developer the ERU's purchased by Developer at the dates indicated in the attached Exhibit "C".

D. The City shall provide all water, wastewater and reuse water services to the Property.

E. The City shall properly maintain the City owned water main, wastewater main and reuse water main which are located within the dedicated twenty foot (20') easement area referenced in this Agreement.

PART IV. MUTUAL COVENANTS

It is mutually agreed by and between the parties that the preambles contained at

the beginning of this Agreement are true and correct and in addition to them it is mutually covenanted and agreed as follows:

A. In addition to binding Developer, the provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of successors to title to the property or any part thereof after this Agreement has been recorded in the Public Records of Sumter County, Florida. However, any other assignment or transfer of Developer's rights and obligations is prohibited unless:

1. Assignment shall be done in writing in the same formality as this Agreement.

2. City shall be a party of said assignment and shall not unreasonably withhold approval of assignment.

3. Developer shall remain primarily liable to City for the terms and conditions of this Agreement unless assignment is made in compliance with this section. City agrees to execute a "Satisfaction by Assignment" for Developer if this Agreement is properly assigned.

B. All prior Developer Agreements or Agreements pertaining to the supply of water, wastewater and reuse water service affecting the Property are hereby cancelled and declared of no force and effect upon that Property which is the subject matter of this Agreement.

C. City shall have the exclusive right to furnish water, wastewater and reuse water service to consumers within the Property covered by this Agreement.

D. Developer, its successors and assigns, and the Owners and occupants of homes and buildings on Developer's Property shall not install or shall not be connected to any potable water system other than the City's system.

E. City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water service and wastewater collection service to consumers within the Property encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, rates, deposits, and connection charges and the right to discontinue or limit availability of services under certain conditions. The water, wastewater and reuse water rates to be charged by City to said customers shall be the rates now or hereafter charged to other customers within the area of service of the Developer's Property. Developer hereby acknowledges and agrees that rates are subject to change at any time by City. Developer further acknowledges that it shall be subject to City ordinances related to water, wastewater and reuse water services.

F. City shall not be liable or responsible for the maintenance or operation of any utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar equipment or improvements on Developer's Property excluding the City owned utility mains located within the dedicated utility easement.

G. Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the Commission meeting at which it was approved.

H. Developer shall keep:

(a) All wastewater lines, service lines, connections and necessary fixtures and equipment including lift stations, on the premises in good order and condition. A "Clean-out" for the wastewater lateral shall be at the Property or easement

line. The "clean-out" is for inspection purposes only.

(b) Water lines, connections and necessary fixtures on the consumer's side of the water meter in good order and condition. The sale of water by City to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be set forth above and in applicable City regulations.

(c) All reuse water lines, connections and necessary fixtures and equipment on the premises in good order and condition.

(d) All utility lines, lift stations, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements within the project site in good order and condition.

I. No water from City's water distribution system shall be used or disbursed by Developer or its agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless adequate provisions have first been made for compensating City for such water, as provided for within the City's Ordinance.

J. Any temporary cessation or interruptions of the furnishings of water, wastewater and reuse water service to the Property described herein at any time caused by Act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damaged equipment or mains, civil or military authority, riots or other cause beyond the control of the City shall not constitute a breach of the provisions contained herein nor impose liability upon the City by the Developer, his successors and assigns.

K. If any section, subsection, sentence, clause, phrase or portion of this

Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

L. This Agreement shall be recorded by the City among the Public Records of Sumter County, Florida, for the particular purpose of placing the Owner(s) or occupants of Developer's Property connected to or to be connected to said water, wastewater and reuse water systems of City upon notice of each and every one of the provisions herein contained to the same extent and with the same force and effect as if said Owners and occupants had joined with the parties to this Agreement in the execution thereof; and the acquisition or occupancy of real Property in Developer's Property connected to or to be connected to the said water and sewer systems of City shall be deemed conclusive evidence of the fact that the said Owners or occupants have consented to and accepted the Agreement herein contained and have become bound thereby.

M. It is mutually agreed that the City shall be held harmless from any and all liability for damages if City's obligations under this Agreement cannot be fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party regarding that portion of the Developer's Property for which City cannot perform its obligations.

N. Until all of Developer's obligations under this agreement are met, the City may refuse services or terminate all service to Developer's property.

O. The calculation of connection and TIE fees in this agreement are based upon developer's representation of the intended development on the property. If Developer has provided City with inaccurate information it could result in additional connection and TIE fees.

P. Neither party shall be responsible for damages or delays caused by events beyond the control of the party and which could not have been reasonably anticipated or prevented (hereinafter "Force Majeure"). For purposes of this Agreement, Force Majeure includes, without limitation: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; government-declared moratorium; or act of God. If a party is delayed in any work pursuant to this Agreement for occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party.

PART VI. NOTICE

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by prepaid, certified, United States, mail, with the return receipt requested, addressed to the party for whom it is intended, at the place specified as the

place for giving notice, which shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for the giving of notice:

CITY OF WILDWOOD

City Manager
City of Wildwood
100 N. Main Street
Wildwood, Florida 32786

FOR THE DEVELOPER

Sebastian Mizzi
Wildwood Sumter Holdings, Inc.
379 Bowes Road
Concord, ON L4K1J1

Notice so addressed and sent by prepaid certified mail, with return receipt requested, shall be deemed given when it shall have been so deposited in the United States mail.

PART VII. ADDITIONAL PROVISIONS

A. The parties agree that in the event it becomes necessary for any party to this Agreement to litigate in order to enforce its rights under the terms of this Agreement then, and in that event, the prevailing party shall be entitled to receive reasonable attorney's fees and the cost of such litigation including appellate litigation.

B. EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal description of Developer's Property

EXHIBIT "B" - Calculations for TIE and Connection Fees.

EXHIBIT "C" - Schedule of Construction Time Frames

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

Joseph Jacobs, City Clerk

BY: _____
Mayor Ed Wolf

ATTEST:

WILDWOOD SUMTER HOLDINGS, INC.,
a Florida Corporation

BY: _____
Nick P. DiBattista as its President

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, 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

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Nick DiBattista, President of Wildwood Sumter Holdings, Inc. who has produced _____ as identification or is personally know to me.

Notary Public, Canada

Exhibit "A"

PARCEL 1:

SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA

PARCEL 2:

THE WEST 463.40 FEET OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE S89°41'51"E ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 463.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE N00°31'08"E ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 60.00 FEET; THENCE S89°41'51"E, A DISTANCE OF 199.18 FEET; THENCE N00°31'56"E, A DISTANCE OF 330.00 FEET; THENCE S89°41'51"E, A DISTANCE OF 660.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE S00°31'56"W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EAST LINE, N89°41'51"W, A DISTANCE OF 600.00 FEET; THENCE S00°31'56"W, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE N89°41'51"W ALONG SAID SOUTH LINE, A DISTANCE OF 259.17 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR COUNTY ROAD 462.

PARCEL 3:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, LESS AND EXCEPT:

Exhibit "A"

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 THENCE RUN SOUTH 16.00 FEET, NORTHEASTERLY TO A POINT 16.00 FEET EAST OF THE POINT OF BEGINNING; THENCE RUN WEST 16.00 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED NOVEMBER 15, 2005 IN O.R. BOOK 1476, PAGE 374, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, SAID EASEMENT BEING OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED PARCELS:

THE NORTH 16.00 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA; AND THE WEST 50.00 FEET OF THE NORTH 16.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

City of Wildwood

100 N. Main Street

Wildwood, FL 34785 - 352-330-1330

3. NEW BUSINESS-ACTION REQUIRED -
e. Contracts and Agreements -
(1) Developer's Agreement with Triumph South

DISTANCE FACTORS FOR METHODS 3 & 4 - TABLE 2

(Distance factors for pipe distances in the 0-35.000 feet range)

PROJECTNAME: Triumph South

| 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 X WASTEWATER |
| 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 |
| 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

3. NEW BUSINESS-ACTION REQUIRED -
e. Contracts and Agreements -
(1) Developer's Agreement with Triumph South

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

"Worksheet"

PROJECT NAME: Triumph South

WATER TIE CALCULATION:

| | |
|--|------------------|
| - One (1) tie (full distance) = | 15,000 feet |
| - This project to nearest wellhead = | 4,001-5,000 feet |
| - Distance schedule pro-rated value = | 0.35 TIE |
| - Fee per one (1) full distance TIE = | \$584.00 |
| - This project fee = $\$584 \times 0.35 =$ | \$204.40 |

WASTEWATER TIE CALCULATION:

| | |
|--|--------------------|
| - One (1) tie (full distance) = | 15,000 feet |
| - This project to Wastewater Treatment Plant = | 12,001-13,000 feet |
| - Distance schedule pro-rated value = | 0.91 TIE |
| - Fee per one (1) full distance TIE = | \$640.00 |
| - This project fee = $\$640 \times 0.91 =$ | \$582.40 |

REUSE TIE CALCULATION

| | |
|---|----------|
| - Fee per one (1) full distance TIE = | \$300.00 |
| - This project fee = $\$300.00 \times 1.00 =$ | \$300.00 |

TOTAL WATER AND WASTEWATER TIE (1)

$\$204.40 + \$582.40 + \$300.00 =$ **\$1,086.80**

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Robert Smith (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

3. NEW BUSINESS-ACTION REQUIRED -
e. Contracts and Agreements -
(1) Developer's Agreement with Triumph South

DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

PROJECT NAME: Triumph South

WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = # 103.3
- c) Number of water TIE's due = # 103.3
- d) Charge per water TIE for this project = \$ 204.40
- e) TOTAL water TIE charges due
\$204.40 x # 103.3 = \$ 21,114.52

WASTEWATER:

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 103.3
- c) Number of wastewater TIE's due = # 103.3
- d) Charge per wastewater TIE for this project = \$ 582.40
- e) TOTAL water TIE charges due
\$ 582.40 x # 103.3 = \$ 60,161.92

REUSE

- a) One (1) wastewater TIE due for every wastewater connection ERU reserved
- b) Number of wastewater ERU's reserved = # 103.3
- c) Number of wastewater TIE's due = # 103.3
- d) Charge per wastewater TIE for this project = \$ 300.00
- e) TOTAL water TIE charges due
\$ 300.00 x # 103.3 = \$ 30,990.00

NOTE:

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

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Robert Smith (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

3. NEW BUSINESS-ACTION REQUIRED -
e. Contracts and Agreements -
(1) Developer's Agreement with Triumph South

DEVELOPER UTILITY CONCURRENCY CONNECTION FEES:

PROJECT NAME: Triumph South

WATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$1,013.00
- or b) Outside City, NO Pre-Annexation \$1,225.00

One (1) water ERU = 300 gallons per day

Number of water connections (ERU's) requested # 103.3

TOTAL water connection fee charges = \$1,013 x #103.3 = **\$104,642.90**

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 52,321.45
25% due on issuance of each building permit \$ 26,160.73
25% due on issuance of Certificate of Occupancy \$ 26,160.72

TOTAL \$ 104,642.90

WASTEWATER CONNECTION FEE:

Check One

- a) Inside City, or, Pre-Annexation \$ 2,150.00
- or b) Outside City, NO Pre-Annexation \$2,600

One (1) wastewater ERU = 250 gallons per day

Number of wastewater connections (ERU's) requested # 103.3

TOTAL wastewater connection fee charges = \$ 2,150 x # 103.3 = **\$ 222,095.00**

DUE SCHEDULE:

50% due on execution of developer's agreement \$ 111,047.50
25% due on issuance of each building permit \$ 55,523.75
25% due on issuance of Certificate of Occupancy \$ 55,523.75

TOTAL \$ 222,095.00

Fee amount to be paid based upon the per rata share of total reservation for each dwelling unit to be constructed under the subject building permit.

Development Authority: _____
Printed Name Signature Date

Agreement to Provide: _____
Robert Smith (City Manager) Signature Date

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

EXHIBIT "C"

AVAILABILITY OF UTILITIES

Water: Immediately available at site.

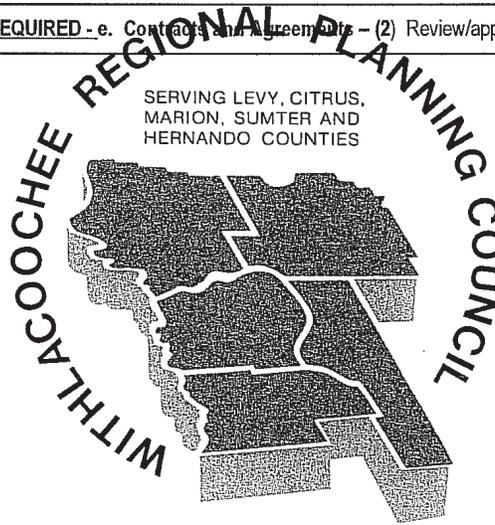
Wastewater: Immediately available at site via force main.

Reuse Water: Available within 180 days of execution of this Agreement.

MICHAEL R. MOEHLMAN
EXECUTIVE DIRECTOR

1241 S.W. 10th Street
OCALA, FLORIDA 34471-0323

Telephone 352-732-1315
FAX 352-732-1319
email: mailbox@wrpc.cc
http://www.wrpc.cc



OFFICERS

RONALD ALLEN
CHAIR

JOSEPH JOHNSTON, III
VICE - CHAIR

BARBARA FITOS
SECRETARY

September 20, 2010



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

Dear Mr. Smith:

Enclosed please find two original copies of contracts for renewal of the City of Wildwood's service agreement with the Withlacoochee Regional Planning Council; the agreement is for services needed through September 30, 2011. Once the contract has been approved by the appropriate authority, please return one fully-executed copy for our files.

The agreement is essentially the same as the one for the fiscal year ending September 30, 2010; the contract imposes no retainers and all services are performed only on written request.

Please telephone if you have any questions.

Sincerely,

Michael R. Moehlman
Executive Director

MRM:bjf

Enclosures

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF WILDWOOD
AND THE
WITHLACOOCHEE REGIONAL PLANNING COUNCIL**

THIS AGREEMENT, made and entered into by and between the City of Wildwood hereinafter referred to as "Local Government," and the Withlacoochee Regional Planning Council, hereinafter referred to as "Council."

WITNESSETH:

WHEREAS, the Local Government desires to engage the Council to render professional planning services in connection with an undertaking which is to be financed by the Local Government;

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and conditions herein contained to be complied with by the parties hereto, the parties hereto contract and agree as follows:

1. Performance of Service: Local Government hereby contracts and agrees to engage Council to perform such services on behalf of Local Government as provided for in Exhibit "A" attached hereto and made a part hereof, and to compensate Council for its performance of said services as provided for in paragraph 4 and Exhibit "B" herein. Said services shall be scheduled and arranged in accordance with the provisions of Exhibit "A".
2. Area Covered: Council shall perform its services as provided for in Exhibit "A" attached hereto in connection with and respecting the following area or areas, herein called the "service area." Said service area being that area contained within the municipal limits of the City of Wildwood.
3. Contract Period: (See Paragraph 6).
4. Compensation and Method of Payment: Council shall be compensated for the services it renders to Local Government as provided for herein in accordance with the schedule provided for in Exhibit "B" (Payment Schedule) attached hereto and made a part hereof. Council shall submit invoices to the Local Government in accordance with the Payment Schedule provided for in Exhibit "B" attached hereto which shall be due and payable by Local Government upon their receipt of same. The parties hereto understand and agree that the payment to Council by Local Government shall be in accordance with the provisions of Exhibit "B" attached hereto, and that Local Government at the expiration of the term of this AGREEMENT shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the professional services; said direct costs and expenses shall include time of personnel, travel, and associated costs.
5. Council Coordination: The Council shall maintain a close working relationship with the Local Government. The Council shall coordinate with an individual designated as the Program Coordinator with the Council throughout the contract period.
6. Duration and Termination: It is mutually agreed that this agreement shall commence October 1, 2010 and continue through September 30, 2011. However, this AGREEMENT may be terminated subject to the terms of the AGREEMENT. It is mutually agreed that each of the parties shall have, and there is hereby reserved to each party the absolute right to cancel and annul this AGREEMENT at any time

upon thirty (30) days written notice to the other party. In the event of termination of this AGREEMENT, all finished and unfinished research, prepared by the Council under this AGREEMENT shall be made available to the Local Government. The Local Government shall be billed for all costs incurred for services provided by the Council after the termination of this AGREEMENT.

- 7. Contract Modification: Local Government and the Council shall mutually agree upon any extension of or revision, modification, or addition to this AGREEMENT and/or any provisions of Exhibit "A" all of which extensions, revisions, modifications and additions shall be in writing and signed by the parties. Upon the decision to modify this AGREEMENT, a mutually agreeable fee for the performance of the modified services shall be negotiated and agreed upon by the parties hereto in writing.

IN WITNESS WHEREOF, the Local Government and the Council have executed this AGREEMENT the day and year first above written.

Witnesses:

City of Wildwood
DATE: _____
BY: _____

Title

Witnesses:

Glenda J. Robert

BJ Fowler

Withlacoochee Regional Planning Council
DATE: 9/17/18
BY: [Signature]
Michael R. Moehlman, Executive Director
Title

EXHIBIT "A"

Task I: General services to be provided by the Council

The following services are to be provided by the Council as requested by the Local Government:

1. Attend Local Government's planning & zoning commission meetings when requested in advance by the Local Government.
2. Provide professional planning products, advice and comments on planning and land development regulation matters as requested by the Local Government.
3. Review, and provide comments and/or products on other matters requiring professional planning expertise as requested by Local Government.

Task II: Requests for attendance at meetings and review of matters mentioned under Task I

1. With regard to Exhibit "A", Task I(1), sufficient advance notification shall be understood to mean a period of not less than ten (10) working days prior to said meeting.
2. With regard to Exhibit "A", Task I(2)(3), performance of services and work schedules shall be mutually agreed to by the Council and Local Government determinate upon type, amount, and complexity of service requested.
3. Requests for Planning Services and meeting attendance shall be submitted in written form for clarification purposes.

Task III: Requests for written work products and work product approval

1. When the services mutually agreed upon per Exhibit "A", Task II(2) require written work products, any preliminary draft versions of a written work product shall be furnished to the Local Government for review and comment. The Local Government shall provide comments on a preliminary draft version of a work product to the Council within fifteen (15) days (excluding weekends and holidays) of receiving the preliminary draft. These comments shall reflect any changes in the preliminary draft work product needed to create an acceptable and approvable final document by the Local Government. A final document product will be presented to the Local Government for review and approval incorporating any changes required by the Local Government after review of the preliminary draft(s).
2. The Local Government shall provide the approval of the final document product, in writing or by official action, within fifteen (15) days (excluding weekends and holidays.) After fifteen (15) days, if no refusal or approval is made, the Council shall consider the lack of refusal or approval to be an official approval. Local approval of the work product is independent of formal adoption of a work product by the Local Government and any approvals granted by any other agency.

EXHIBIT "B"

1. The Council shall be compensated for the actual costs of professional services rendered. Council shall submit monthly invoices to the Local Government in accordance with the actual costs incurred. The invoices shall be due and payable by the Local Government upon their receipt of same.
2. Direct Charges: The Local Government shall be responsible for the actual direct costs and expenses incurred by Council for the provision of the planning services; said direct costs and expenses shall include but not be limited to time of personnel, supervision of personnel, travel, graphics, and reproductive costs.
3. Other Direct Charges (indirect) : Council shall also charge Local Government for indirect costs associated with the planning services. (depreciation, insurance, etc.)
4. Charges for personnel time shall be assessed at the most current hourly rate* schedule, to include salary and fringe benefits of staff involved. The following staff may work on the project. Other staff not listed may be required to work on the project.

Hourly Rate* Schedule (Effective October 1, 2010)

| | |
|-----------------------|------|
| Planning Director | \$52 |
| Senior Planner | \$35 |
| Principal Planner | \$34 |
| Planner I | \$28 |
| Geo Database Manager | \$40 |
| Secretarial (Average) | \$32 |

*Rate varies monthly because of paid leave time used.

BILLS FOR APPROVAL
City of Wildwood, Florida
September 28, 2010

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

CITY COMMISSION-LEGISLATIVE DEPARTMENT

| | | | | |
|---|--------|--------------------|----|-------|
| 1 | Sprint | Cell Phone Service | \$ | 23.93 |
|---|--------|--------------------|----|-------|

CITY MANAGER-EXECUTIVE DEPARTMENT

| | | | | |
|---|---------|---|----|----------|
| 2 | Payroll | September 12, 2010 Pay Period - Employees 3 | \$ | 9,178.55 |
|---|---------|---|----|----------|

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

| | | | | |
|----|-------------------------|---|----|-----------|
| 3 | Payroll | September 12, 2010 Pay Period - Employees 4 | \$ | 10,144.06 |
| 4 | Century Link | Telephone Service | \$ | 38.43 |
| 5 | Maggio Enterprises, Inc | Paper and Cleaning Products | \$ | 69.80 |
| 6 | Mitel Technologies | Customer Reboot System, Relocation, Reprogram | \$ | 201.25 |
| 7 | PGIT | Package Deductible Billed | \$ | 444.67 |
| 8 | Pitney Bowes | Postage Machine Rental | \$ | 171.26 |
| 9 | Progress Energy | Electric Service | \$ | 73.70 |
| 10 | Sprint | Cell Phone Service | \$ | 24.03 |
| 11 | The Daily Sun | Subscription | \$ | 55.00 |

BUILDING SERVICES

| | | | | |
|----|-----------------------|--|----|----------|
| 12 | Payroll | September 12, 2010 Pay Period - Employee 1 | \$ | 1,291.57 |
| 13 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ | 3.25 |
| 14 | Mitel Technologies | Reprogram Extension | \$ | 50.00 |
| 15 | Sprint | Cell Phone Service | \$ | 33.93 |

DEVELOPMENT SERVICES

| | | | | |
|----|---------|---|----|----------|
| 16 | Payroll | September 12, 2010 Pay Period - Employees 4 | \$ | 8,927.94 |
| 17 | Sprint | Cell Phone Service | \$ | 23.93 |

POLICE DEPARTMENT

| | | | | |
|----|----------------------------------|--|----|-----------|
| 18 | Payroll | September 12, 2010 Pay Period - Employees 26 | \$ | 53,155.65 |
| 19 | AmeriGas | Propane Tank Rental | \$ | 99.00 |
| 20 | Blue Book Law Enforcement Dir. | Florida Blue Book | \$ | 38.95 |
| 21 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ | 36.85 |
| 22 | Law Enforcement Supply | Str Tube, Bulbs, Repl Str, Name Tags | \$ | 133.58 |
| 23 | Maggio Enterprises, Inc | Paper and Cleaning Products | \$ | 44.24 |
| 24 | Progress Energy | Electric Service | \$ | 1,327.46 |
| 25 | Source, Incorporated of Missouri | Blue Tree 3 G Modem | \$ | 650.00 |
| 26 | Sprint | Cell Phone Service | \$ | 215.44 |
| 27 | Stop Tech | Stop Sticks | \$ | 518.95 |
| 28 | Verizon Wireless | Broadband | \$ | 40.01 |

STREET DEPARTMENT, MECHANIC

| | | | | |
|----|------------------------|--|----|-----------|
| 29 | Payroll | September 12, 2010 Pay Period - Employees 9 | \$ | 13,692.30 |
| 30 | Fastenal | Carb Cleaner, Ideal, B&G w/135SP, Etc | \$ | 66.78 |
| 31 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ | 36.84 |
| 32 | Progress Energy | Electric Service | \$ | 4,753.63 |
| 33 | Salescorp of Florida | Gatorade | \$ | 95.60 |
| 34 | Sprint | Cell Phone Service | \$ | 121.44 |
| 35 | Sumter Electric | Electric Service | \$ | 156.32 |
| 36 | Xpress Materials, LLC. | PSI Regular Flyash | \$ | 122.50 |

COMMUNITY RE-DEVELOPMENT

| | | | | |
|----|---------|--|----|----------|
| 37 | Payroll | September 12, 2010 Pay Period - Employee 1 | \$ | 2,488.71 |
| 38 | Sprint | Cell Phone Service | \$ | 23.93 |

GROWERS MARKET

| | | | | |
|----|----------------------------|--|----|--------|
| 39 | Payroll | September 12, 2010 Pay Period - Employee 1 | \$ | 322.95 |
| 40 | Sprint | Cell Phone Service | \$ | 23.93 |
| 41 | T & D Waste Services, Inc. | Port O Lets | \$ | 115.00 |

PARKS AND RECREATION

| | | | | |
|----|----------------------------|--|----|----------|
| 42 | Payroll | September 12, 2010 Pay Period - Employees 3 | \$ | 4,546.71 |
| 43 | Century Link | Telephone Service | \$ | 49.34 |
| 44 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ | 3.25 |
| 45 | Progress Energy | Electric Service | \$ | 119.73 |
| 46 | Sprint | Cell Phone Service | \$ | 48.26 |
| 47 | Sumter Electric | Electric Service | \$ | 529.86 |
| 48 | T & D Waste Services, Inc. | Port O Lets | \$ | 165.00 |

COMMUNITY CENTER

| | | | | |
|----|-------------------------|--|----|----------|
| 49 | Century Link | Telephone Service | \$ | 354.80 |
| 50 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ | 2.17 |
| 51 | Maggio Enterprises, Inc | Paper and Cleaning Products | \$ | 412.85 |
| 52 | Sumter Electric | Electric Service | \$ | 1,709.95 |

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

| | | | | |
|----|-------------------------------|---|----|----------|
| 53 | Payroll | September 12, 2010 Pay Period - Employees 3 | \$ | 5,093.03 |
| 54 | Century Link | Telephone Service | \$ | 35.86 |
| 55 | Maggio Enterprises, Inc | Paper and Cleaning Products | \$ | 69.80 |
| 56 | Mitel Technologies | Customer Reboot System; Relocation | \$ | 151.25 |
| 57 | Pitney Bowes | Postage Machine Rental | \$ | 171.25 |
| 58 | Wildwood Kitchen & Baths, Inc | New Counter Tops and Cabinets | \$ | 1,949.48 |

WATER DEPARTMENT

| | | | | |
|----|-----------------------------------|--|----|------------|
| 59 | Payroll | September 12, 2010 Pay Period - Employees 8 | \$ | 144,974.72 |
| 60 | AmeriGas | Service Labor , Parts, Fittings | \$ | 96.15 |
| 61 | Cottom's A-1 Sod | Floritam Sod | \$ | 196.00 |
| 62 | Coy Thomas Electric Inc | Repaired E-1 Station and Replaced Control | \$ | 212.00 |
| 63 | Diversified Drilling Corporation | Champagne Farms | \$ | 26,451.00 |
| 64 | FL Dept of Environment Protection | Drinking Water Annual Operating License Fee | \$ | 2,000.00 |
| 65 | HD Supply WaterWorks | PVC Restrain, Reg Acc Set L/Gland, Etc | \$ | 131.08 |
| 66 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ | 8.67 |
| 67 | Municipal Water Works | PVC Fittings, Adapter, Bushings, Etc | \$ | 490.90 |
| 68 | Orlando Steel Ent., Inc | Cantilever Roller | \$ | 146.28 |
| 69 | Plant Technicians | Environmental Testing | \$ | 60.00 |
| 70 | Progress Energy | Electric Service | \$ | 326.00 |
| 71 | Russell's Heating & Air | Installed New 2 Ton A/C Unit | \$ | 2,000.00 |
| 72 | Sprint | Cell Phone Service | \$ | 170.40 |
| 73 | Sumter Electric | Electric Service | \$ | 1,461.82 |
| 74 | Sunstate Meter & Supply Inc | 2" Tru/Flo Gallon Meter, Curb Stop, Meter Flange | \$ | 1,904.47 |
| 75 | SuperCircuits, Inc | Camera, Weatherproof Connector | \$ | 157.00 |
| 76 | Terminix | Monthly Pest Control Contract | \$ | 25.00 |
| 77 | The Dumont Company, Inc | Hypochlorite Solution, Clear Flow | \$ | 3,428.75 |
| 78 | Xpress Materials, LLC. | PSI Regular Flyash | \$ | 122.50 |

REFUSE DEPARTMENT

| | | | |
|----|-----------------------------------|--|--------------|
| 79 | Payroll | September 12, 2010 Pay Period - Employees 6 | \$ 13,670.62 |
| 80 | Global Tire Recycling | Waste Tires w/Rims | \$ 105.60 |
| 81 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ 4.34 |
| 82 | Maggio Enterprises, Inc | Paper and Cleaning Products | \$ 16.11 |
| 83 | PSI Waste Equipment Services, Inc | Install Self Contained Compactor | \$ 750.00 |

WASTEWATER DEPARTMENT

| | | | |
|-----|--------------------------|--|--------------|
| 84 | Payroll | September 12, 2010 Pay Period - Employees 15 | \$ 31,189.06 |
| 85 | A.W.K. Industries, Inc | Bolt Press Flow Meter | \$ 811.42 |
| 86 | Century Link | Telephone Service | \$ 164.22 |
| 87 | Chemical Containers, Inc | TeeJet Tip, Seat Washers, Qt Cap Nylon | \$ 100.46 |
| 88 | Engineer Service Corp | Communication Failure | \$ 750.00 |
| 89 | Hardy Diagnostics | Glass Bottle, Rosolic Acid Edge, | \$ 408.20 |
| 90 | HD Supply WaterWorks | Ball Valves, MJ Bend | \$ 176.06 |
| 91 | Heimbach & Associates | Integrated Control Systems DuraKey Replacement | \$ 13.01 |
| 92 | ITT Water & WasteWater | Repair Flush Valve, Grommets | \$ 243.00 |
| 93 | Lowes | Terminal Kit, Dremel Attach., Air Conditioner, Etc | \$ 380.85 |
| 94 | MMD Computer Center, Inc | Installed New Video Card | \$ 272.49 |
| 95 | Odyssey | Hypochlorite Solutions | \$ 5,834.40 |
| 96 | Progress Energy | Electric Service | \$ 1,834.87 |
| 97 | Rocha Controls | Fiber Optic Repairs, Chlorine Control System Repl. | \$ 13,170.00 |
| 98 | Siemens | Mixed Bed Tanks | \$ 320.00 |
| 99 | Sprint | Cell Phone Service | \$ 119.65 |
| 100 | Sumter Electric | Electric Service | \$ 736.89 |
| 101 | Teledyne Isco, Inc | PMP ASSY, SPCR PMP, Battery, Seals, Etc | \$ 610.96 |
| 102 | Test America | Environmental Testing | \$ 2,919.00 |
| 103 | UPS | Postage | \$ 23.32 |
| 104 | USA BlueBook | Belt Buckle & Leg Straps, Locking Snap Hooks | \$ 391.71 |
| 105 | Village Air & Electric | Unit Not Working Again | \$ 85.00 |

GREENWOOD CEMETERY

| | | | |
|-----|-----------------|------------------|----------|
| 106 | Progress Energy | Electric Service | \$ 12.81 |
|-----|-----------------|------------------|----------|

WILDWOOD INDUSTRIAL PARK

ATTORNEYS/CONSULTANTS/SURVEYORS

| | | | |
|-----|-------------------------------|--------------|--------------|
| 107 | Kimley-Horn & Associates, Inc | Engineers | \$ 25,366.77 |
| 108 | Michael Pape & Associates, PA | Architecture | \$ 783.75 |

FUEL INVENTORY

| | | | |
|-----|--------------------------------|---------------------------|-------------|
| 109 | Stone Petroleum Products, Inc. | Regular Unleaded Gasoline | \$ 7,080.49 |
| 110 | Stone Petroleum Products, Inc. | Ultra Low Sulfur Diesel | \$ 2,049.72 |

TOTAL \$ 419,205.47

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

City of Wildwood Florida
Wastewater Department
1290 Industrial Drive Wildwood, Florida 34785

William Bennett - Director

Telephone # 352-330-1349

Fax # 352-330-1350

DATE: July 9, 2009



TO: Robert Smith
City Manager

FROM: William Bennett *WB*
Wastewater Director

RE: CR 127 Reuse Line Bores

Below are quotes for Bores along CR 462 to connect existing reuse line from CR 127 to tie-in at the Triumph South project. There will be 2 bores. One under CR 127 and one under the driveway to New Life Christian Church .This will complete the reuse line to CR 462 on the south side of St Vincent's Catholic Church .The only remaining section left will be from the Catholic Church down CR 139 to Millennium Park.

| | |
|-------------------------------------|------------|
| Oxford Pipeline Inc | \$6800.00 |
| Hewitt Power & Communications, Inc. | \$ 8500.00 |
| Wiring Technologies | \$11440.00 |

I recommend Oxford Pipeline with a low quote of \$6800.00

Oxford Pipeline Inc.

Underground Utilities/Pipe Rehabilitation

3512 County Road 204
 Oxford, FL 34844
 PHONE; 352-504-8750 FAX; 352-330-0473
 EMAIL; cbarrette@oxfordpipeline.com
 FL LIC# CUC1224062



Date: JUNE 22 2010

CITY OF WILDWOOD
 1290 INDUSTRIAL DRIVE
 WILDWOOD FL 34785

Customer ID: A101

Prepared By: CRAIG BARRETTE

QUOTATION

12' DIR BORE

| Description | AMOUNT |
|--|--------------------|
| DIRECTIONAL BORE 12" H.D.P.E WATER MAIN 80 L.F. @ \$85.00 PER L.F. | \$6,800.00 |
| TOTAL | \$ 6,800.00 |

NOTE; PERMIT NOT INCLUDED

THANK YOU FOR YOUR BUSINESS!

Accepted By: _____

Date: _____

Hewitt Power & Communications, Inc.

PO Box 490697 Leesburg FL 34749-0697 Phone (352) 787-5651 Fax (352) 365-9659
3839 County Road 48 Okahumpka FL 34762

Revised
July 2,2010

City of Wildwood / Wastewater Dept.
1290 Industrial Dr.
Wildwood, Fl. 34785

12" Bore / CR. 127

Bore and Place Hewitt supplied pipe:
Also fuze Flanged ends for MJ adapters

Approx. 80'

LUMP SUM PRICE: \$ 8,500.00

Authorized signature: _____

Chad Lewis

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. All material quoted will meet or exceed specifications.

Accepted by: _____

Date: _____

WIRING TECHNOLOGIES

FAX (407) 862-1964 1015 Sunshine Lane, Altamonte Springs, Florida 32714 Phone (407) 862-6290

PROPOSAL

DATE: JUNE 30 2010 PROPOSAL NUMBER: 2010-251

CUSTOMER: CITY OF WILDWOOD PROJECT NAME: 12 INCH HDPE DR-11

RICKY

PHONE: _____

WE PROPOSE THE FOLLOWING SCOPE OF WORK:

- 1-12 INCH HDPE DIRECTIONAL BORE APPROX. 40LF
- 1-12 INCH HDPE DIRECTIONAL BORE APPROX. 30LF
- PIPE FUSING AND MJ ADAPTORS INCLUDED

TOTAL PROPOSAL \$ 11,440.00

PROPOSAL INCLUDES ALL LABOR, EQUIPMENT, SUPERVISION AND INSURANCE EXCEPT AS NOTED. WIRING TECHNOLOGIES, INC. WILL COORDINATE ALL UTILITIES WITH SUNSHINE STATE ONE CALL PRIOR TO COMMENCEMENT OF ANY AND ALL WORK. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE ABOVE SCOPE OF WORK ANY CHANGES OR DEVIATIONS SHALL REQUIRE A CHANGE ORDER.

WIRING TECHNOLOGIES, INC.

Brad Tressler

THIS PROPOSAL IS OFFERED FOR A PERIOD OF THIRTY (30) DAYS.

ACCEPTED BY: _____ DATE: _____

PO# _____

City of Wildwood
Public Works Department
410 Grey Street
Wildwood, Florida 34785
Phone: 352-330-1343 Fax: 352-330-1353

3. NEW BUSINESS - ACTION REQUIRED
f. (3) Approval requested from Public Works Director on the quotes
for re-roofing of the Senior Services Center on 4th Street



Memo

To: Robert
From: Gene Komegay 
Date: 8/13/2010
Re: Senior Services Building Roof Repair

As we discussed the Senior Services building in dire need of a new roof.

I have received 4 quotes for the replacement of the roof, one of them being a metal roof.

The quotes are:

| | | |
|------------------------|------------|--------------|
| Lifetime Metal Roofing | \$7,836.00 | (metal roof) |
| Bowles Roofing | \$5,960.00 | |
| Gordon Roofing | \$7,200.00 | |
| Lewis Brothers | \$7,640.00 | |

It is my recommendation that we contract out with Bowles Roofing in the amount of \$5,960.00

Metal Roofing, Inc.

2 Lakeshore Drive
Yalaha, FL 34797
Tel: (352) 324-3535
(800) 356-1017

CONTRACT AMOUNT _____

DOWN PAYMENT _____

TOTAL BALANCE _____

3. NEW BUSINESS - ACTION REQUIRED

f. (3) Approval requested from Public Works Director on the quotes for re-roofing of the Senior Services Center on 4th Street

DATE 7-30-10

We the owner(s) of the premises mentioned below, hereby engage and hire you as contractor, to furnish and install all necessary materials and labor, to install, construct and place the improvements according to the following specifications, terms and conditions, on and in the premises below described which we warrant and represent that we have good record title as to owners in our own name.

OWNER'S NAME(S) City of Wildwood PHONE 303-8506

ADDRESS 602 Forth St. City Wildwood STATE FL ZIP 34785

DESCRIPTION OF WORK TO BE DONE AND MATERIALS TO BE USED: Color: Any

- 1) Provide all documents & drawings necessary to obtain NOC & permit.
- 2) Remove AND Replace Drip edge to entire building
- 3) Remove AND Replace ANY BAD Roofdecking using 3/4 plywood DRY IN with 30lb felt.
- 4) Remove + Replace Fascia Boards on Front AND Back of Building.
- 5) Install vent-A-Ridge to entire building
- 6) Install new plumbing stacks using Lead Boots
- 7) Install RADIANT BARRIER Insulation to Building
- 8) Install 26ga classic Rib metal Roof system with matching TRIM all SCREW fastened.
- 9) 45 yr paint Finish warranty FROM Metal sales of JAK.
- 10) Lifetime warranty against leaks

Contractor has public liability insurance. All sub-contractors have or will have certificate of insurance or certificate of exemption at the time the services are rendered.

The undersigned contractor agrees to sell and the undersigned buyer(s) (jointly and severally, if more than one) agrees to purchase the above described goods and services which are to be furnished or used in the modernization, rehabilitation, repair, alteration or improvement of real property located at buyer's address given above.

APPROXIMATE START DATE 1-2 weeks APPROXIMATE COMPLETION DATE 2-3 days

Loan Proposal

Buyer(s) may request seller to arrange a loan in the amount necessary to cover the price under this agreement. If seller is unable to arrange such a loan, this contract is automatically terminated.

Because of the large number of sources where seller may arrange such a loan and because each of them has various methods of computing the loan cost, it is impossible to furnish a full disclosure statement as required by law, until such time as seller is able to obtain an "Agreement to Loan" from one or another financial source. If the buyer(s) should request the seller to arrange a loan, a full disclosure statement will be furnished immediately upon obtaining an "Agreement to Loan." An "Agreement to Loan" from another financial source is customarily secured by mortgage of real estate.

Based on the terms of this contract the repayment term of the loan shall be approximately _____ months and the monthly payments shall be approximately _____ per month, (excluding insurance, points, appraisals, property reports, etc., which may or may not be part of your loan, but including finance charges/interest based on the terms of this contract).

NOTICE OF RIGHT TO RESCIND CONTRACT

Either party to this contract may cancel the contract by giving written notice to the other party by certified mail or registered mail on or before midnight of the third business day following the execution of the contract. Buyer's notice to Seller must be mailed to: LIFETIME METAL ROOFING, INC. 39904 Grays Airport Rd., Lady Lake, FL 32159 and state that the Buyer does not want the goods or services.

NOTICE TO OWNER

- A. Do not sign this home improvement contract in blank.
- B. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.
- C. This home improvement contract may contain a mortgage or otherwise create a lien on your property that could be foreclosed on if you do not pay. Be sure you understand all provisions of the contract before you sign.

ACCEPTANCE - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Agent Ken Wyke Date 7-30-10 Buyer _____ Date _____
Co-Buyer _____ Date _____

BUYER ACKNOWLEDGES RECEIPT OF THIS CONTRACT IMMEDIATELY UPON THE EXECUTION HEREOF.

FLORIDA CONTRACTORS LICENSE # CCC057912

NO VERBAL AGREEMENTS WILL BE HONORED. ITEMS ORDERED MUST BE ON CONTRACT

This is a legally binding contract. If not fully understood seek competent advice.



3. NEW BUSINESS - ACTION REQUIRED
f. (3) Approval requested from Public Works Director on the quotes for re-roofing of the Senior Services Center on 4th Street

5891 S.E. 78th Street • Ocala, FL 34472
Phone: (352) 732-9855 • (352) 245-4277 • Fax: (352) 245-8211
State License No. CC-C058119

| | | |
|--|--|-----------------|
| PROPOSAL SUBMITTED TO City of Wildwood | PHONE (352) 303-8506 | DATE 7/30/10 |
| STREET 602 4th St. | JOB NAME | |
| CITY, STATE AND ZIP CODE Wildwood, FL 34785 | JOB LOCATION Senior Services Building | |

We hereby submit specifications and estimates for:

| | | | |
|---|------------------------|-----------------------|--------------------------|
| Remove layers of roof | One <u> X </u> | Two <u> </u> | |
| Install new felt paper | # 15 <u> </u> | # 30 <u> X </u> | |
| Install new eave metal | Yes <u> X </u> | No <u> </u> | Color: <u> </u> |
| Install new valley flashing | Yes <u> X </u> | No <u> </u> | |
| Install new pipe flashing | Yes <u> X </u> | No <u> </u> | |
| Install new exhaust vents | Yes <u> X </u> | No <u> </u> | |
| Install <u> 50 </u> Ln. ft. of new ridge vents. | | | |
| Install <u> </u> year bond Class "A" Fiberglass fungus resistant shingles. | | | |
| Brand <u> </u> Color <u> </u> | | | |

Clean out gutters and haul away trash caused from roof job and do a magnetic clean up.

Other Replace the following amounts of lumber included in contract

 114 linear feet of 1x6 fascia board, eight 2x6 rafter tails and two 4x8 sheets of CDX plywood.

 Additional wood, see terms on back.

| | | |
|-------------------------------------|--|-------------------------------------|
| 25 yr. 3 Tab \$ <u> 5,960.00 </u> | 30 yr. Architectual \$ <u> 6,220.00 </u> | Metal Other \$ <u> 12,200.00 </u> |
|-------------------------------------|--|-------------------------------------|

Workmanship guaranteed Five years against leaks.

All of the above to be completed in a substantial and workmanlike manner for the sum of Dollars (\$).

Payments to be made as follows: Upon Completion

This price includes all license, insurance, bonds and taxes.

We sincerely appreciate your business. Serving Central Florida area for 26 years.

This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Submitted By Don Bowles
Signature Sales Representative

Acceptance of Contract

You are hereby authorized to furnish all materials and labor required to complete the work according to the terms above and the conditions on the back of this contract, for which we agree to pay the amounts itemized above.

Signature: _____ Date: _____

Thank you!

Signature: _____ Date: _____

Quality Workmanship
By Qualified Roofers

Gordon Roofing Company

Leesburg
(352) 728-2888
(352) 728-2180 Fax

703 Thomas Ave., Ste 104
Leesburg, FL. 34748
State Cert # CCC037011

Lady Lake
(352) 753-8006
(352) 728-2180 Fax

Aug. 11, 2010

City of Wildwood
Public Works Dept.
Wildwood, Florida 34785

ATTN: Gene

RE: 602 4th Street, The Senior Services Building

- Remove existing shingles and haul to landfill.
- Replace any rotten plywood at an additional cost of \$50.00 per 4'X8' sheet installed.
- Install 2"X6" rafter tails on front and rear.
- Install new 1"X6" fascia board.
- Install new brown aluminum vented soffitt and aluminum fascia metal on front and rear.
- Install brown drip edge and 15# felt dry in.
- Apply 25 year 3-tab fiberglass asphalt shingles.
- Clean up debris.

PRICE: _____ \$7,200.00

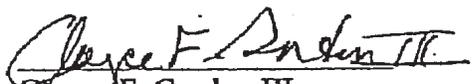
*Optional roof vents three (3) 4 ft. offridge vents installed—\$200.00

5-year warranty from Gordon Roofing Co. against leaks caused from faulty workmanship.

25 year shingle warranty from manufacturer.

We appreciate the opportunity to bid this work. If I can be of further assistance, please feel free to call.

Sincerely,


Joyce F. Gordon III

If bid is accepted, please sign copy and return.



Homes By
Lewis Bros, Inc.

10481 S.W. 60th TERRACE - BUSHNELL, FL 33513
PHONE (352) 793-5373 - FAX (352) 793-4430



3. NEW BUSINESS - ACTION REQUIRED
f. (3) Approval requested from Public Works Director on the quotes
for re-roofing of the Senior Services Center on 4th Street

Connie Lewis
President

Lic. # CRC 1326844
Lic. # CCC 1325871
Lic. # CBC 038489
Lic. # EC 13002009

| | | | |
|---|--|---------------------------|-------------------------|
| CONTRACT/PROPOSAL SUBMITTED TO: | | PHONE: 303-8506 | DATE: 8-10-10 |
| NAME: City of Wildwood - Gene | | ALTERNATE PHONE: | |
| STREET: 602 4th St | | MAILING ADDRESS: | |
| CITY: Wildwood | | STREET: | |
| STATE: FL 34785 | | CITY: | STATE: |

We hereby submit specifications and estimate for:

Remove and replace using 25 year 3 tab shingles 27 squares

Use 30 lb felt

Replace any badwood, fascia and soffit

Install all new drip edge and ridge vent

customer to chose color: _____

Seven We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:
thousand six hundred forty dollars (\$ 7640.00)with payment to be made as follows:
50% down and balance due upon completion of contract

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond control. Contractor will not be responsible for any removable and non-removable items. This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. Final payment is due upon completion of the job. After 30 days customer is subject to interest on the balance.

Authorized signature

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Signature _____

Date _____

Signature _____

City of Wildwood Florida
Wastewater Treatment Plant
1290 Industrial Drive Wildwood, Florida 34785

Pete Bennett - Director

Telephone # 352-330-1349

Fax # 352-330-1350

DATE: SEPT. 22, 2010

TO: Robert Smith
City Manager

FROM: Pete Bennett, Wastewater Director *PB*

RE: A/C Unit / Location at Lab-MCC Bldg.

Below are the Quotes received for purchasing an A/C Unit

| | |
|-------------------|--------------|
| Village Air | \$ 9500.00 |
| Lake Sumter | \$ 11,434.00 |
| Sumter Air & Heat | \$ 9398.00 |

I recommend we purchase the A/C Unit from Sumter Air & Heat with the lowest quote of \$9398.00

Lake Sumter Airconditioning Inc.

8610 NE 43RD WAY
 SUITE #1
 WILDWOOD FL 34785

Phone 352.455.0440

Lakesumtergary@aol.com

Estimate

| Date | Estimate # |
|-----------|------------|
| 9/21/2010 | 0125 |

| Name / Address |
|---|
| CITY OF WILDWOOD WATER DEPT FAX # 352.330.1350 |

3. NEW BUSINESS - ACTION
 REQUIRED - f. FINANCIAL
 (4) Wastewater Department - repairs
 to AC unit within plant

| Description | Qty | Rate | Project |
|---|-----|------|---------------------|
| | | | Total |
| JOB NAME CITY OF WILDWOOD WATER DEPT THE FOLLOWING QUOTE IS TO REPLACE EXISTING 7.5 TON TRANE PKG UNIT WITH ONE OF THE FOLLOWING OPTIONS OPTION # 1.....\$9,037.00 SUPPLY & INSTALL TRANE 7.5 TON UNIT 9 KW HEAT STRIP * OPTION #\$11,434.00 SUPPLY & INSTALL TRANE 10 TON 18 KW HEAT STRIP MOD # TSC120E34E0B0000 INCLUDES ALL MATERIAL & LABOR ACCEPTED _____ OPT # _____ DATE _____ IF ACCEPTED PLEASE SIGN & FAX BACK TO 352.330.2664 | | | |
| PLEASE CALL IF YOU HAVE ANY QUESTIONS REGARDING THIS PROPOSAL... THANKS | | | Total \$0.00 |



EC0003039

croark@villageae.com

CAC014791

| | |
|---|--|
| DATE: AUGUST 20, 2010 | SUBMITTED TO: WILDWOOD WASTE WATER |
| CONTACT PERSON: PETER / BOBBY | PROJECT NAME: CHANGE-OUT |
| PHONE: 352-330-1349 | ADDRESS: 1290 INDUSTRIAL DRIVE |
| FAX / E-MAIL: 352-330-1350 | WILDWOOD, FL. |

HVAC COMMERCIAL CHANGE-OUT

01.] VILLAGE AIR & ELECTRIC TO FURNISH & INSTALL THE FOLLOWING CARRIER ROOF TOP UNIT

50TC-D12A/B/C/D/A0A0 / 10.0 TON STEEL MOUNT COOL ROOF TOP UNIT
 CRMANDIRN/A03 / 25% OUTSIDE AIR DAMPER
 CRHEATER/A00 / HEAT STRIP
 HONEYWELL PRO-5000 DIGITAL / NEW PROGRAMMABLE T-STAT

02.] COMPLETE PROPER TIE-INS CONNECTIONS BETWEEN EXISTING DUCT & NEW R.T.U.

03.] FURNISH PERMIT FOR PROPER INSPECTION

04.] FURNISH OPERATION & MAINTENANCE MANUAL

05.] OPERATION OF UNIT & EQUIPMENT TO BE THOROUGHLY EXPLAINED

06.] FURNISH & INSTALL SCHEDULED R.V.N. CONDENSATE TRAP

07.] ALL WORK TO BE PERFORMED IN NEAT AND PROFESSIONAL MANNER BY QUALIFIED TECHNICIAN

08.] 5 YEAR COMPRESSOR WARRANTY / 1 YEAR PARTS & LABOR WARRANTY

Payment terms will be ----- \$ 9,500.00 -----

Signature Charlie Roark
 (Company)

Signature _____
 ((Customer)

Signature _____
 (CUSTOMER)

It is agreed and understood by all parties that all equipment and parts which sold pursuant hereto, shall not become fixtures or part of the real estate where they are placed. Said parts & equipment shall at all times remain personal property and the title there to shall remain in the Seller until payment in full is received. Buyer Hereby agrees that all parts and equipment may be repossessed in the event of nonpayment I have the authority to order the work as outlined above. I agree to pay all costs and reasonable attorney's fees if this proposal is placed in the hands of an Attorney for collection.

From The Desk Of The City Clerk

Joseph Jacobs

September 20, 2010

TO: Mayor and Commissioners

RE: Appointment of Poll Workers
December 7, 2010 Special Referendum Election

Karen Krauss, Supervisor of Elections has recommended and contacted the following people as being trained and qualified to work the polls for our upcoming Election.

Please take action to officially appoint these workers:

| | | |
|----------------------|------------------|--------------------|
| Evelyn Solomon | Clerk | 600 Evans St. |
| Shirley Wallace | Ballot Processor | 711 Fouth St. |
| Marjorie Manarth | VSS Asst. | 2 Big Oak Lane |
| Jacqueline Denham | Inspector | 906 Jenifer St. |
| Sandra Kintzler | Inspector | 504 Sandalwood Ln. |
| Minnie Ruth Stumborg | Ballot Inspector | 4895 CR 134B |
| Glorida Haugabrook | VSS | 211 Pitt St. |
| Thomas Denham, SR. | Deputy | 906 Jennifer St. |

Approval is also needed to approve the Supervisor of Elections being able To replace any of these workers with someone who is equally as qualified if For some reason any one of these are unable to serve.

Your Attention to this matter is appreciated.

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: University of Florida Preliminary Population Estimate

REQUESTED ACTION: Approval of the Preliminary Population Estimate for the City of Wildwood

Work Session (Report Only) **DATE OF MEETING:** 8/28/10
 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 University of Florida Bureau of Economic and Business Research has provided the preliminary population estimate for the City of Wildwood as of April 1, 2010. The estimate of 5,200 will serve as the interim estimate which will be replaced by the 2010 census count when it becomes available in March, 2011.

Staff has reviewed the estimate and recommends that the Commission approve the estimate as reasonably correct.

Melanie Peavy
Development Services Director



Warrington College of Business Administration
Bureau of Economic and Business Research

221 Matherly Hall
PO Box 117145
Gainesville, FL 32611-7145
352-392-0171
352-392-4739 Fax

August 31, 2010

Dear Sir or Madam:

Enclosed is a preliminary estimate of the permanent resident population of your area as of April 1, 2010. It was produced by our office under the terms of a contractual agreement with the Florida Legislature. Please note that this is an **interim** estimate that will be replaced by the **2010 census count** when it becomes available next March. The Legislature's Office of Economic and Demographic Research does not intend to use interim estimates for revenue-sharing purposes, but they may be used for other purposes until decennial census data are released.

Please evaluate this estimate carefully and make the appropriate response on the enclosed form. If you believe the preliminary estimate is not reasonably accurate, indicate what you believe is a more accurate estimate. If possible, include supporting arguments and evidence.

We ask that you confirm receipt of this estimate by signing the enclosed form and returning it in the postage-paid envelope by **September 24, 2010**. If future correspondence regarding population estimates should be directed toward a different person or address than the one listed, please indicate that change on the form.

Your assistance in this matter is greatly appreciated. If you have any questions, feel free to contact me at (352) 392-0171 ext. 337.

Sincerely,

A handwritten signature in black ink that reads 'Scott K. Cody'.

Scott K. Cody
Research Demographer
352-392-0171, Ext 337
skcody@ufl.edu

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 2010

| CENSUS 4/1/00 | TOTAL POPULATION CHANGE | PRELIMINARY ESTIMATE 4/1/10 | INMATES 4/1/10 | PRELIMINARY EST. LESS INMATES 4/1/10 |
|------------------|-------------------------------|-----------------------------------|-------------------|--|
| 3,924 | 1,276 | 5,200 | 0 | 5,200 |

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 2010 IS * 5,200 *

THIS IS AN INTERIM POPULATION ESTIMATE THAT WILL BE REPLACED BY THE 2010 CENSUS
COUNT WHEN IT BECOMES AVAILABLE NEXT MARCH. THE LEGISLATIVE OFFICE OF ECONOMIC AND
DEMOGRAPHIC RESEARCH DOES NOT INTEND TO USE INTERIM ESTIMATES FOR REVENUE-SHARING PURPOSES.

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN THIS FORM BY SEPTEMBER 24, 2010.

- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND CONSIDER IT TO BE REASONABLY CORRECT.
- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I BELIEVE A MORE ACCURATE ESTIMATE WOULD BE _____. I REQUEST THAT YOU RECONSIDER YOUR PRELIMINARY ESTIMATE.
- I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I AM ENCLOSING DOCUMENTATION WHICH I BELIEVE SUPPORTS AN APRIL 1, 2010 ESTIMATE OF _____. I REQUEST THAT YOU REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

9/14/10
DATE

Development Services Director
TITLE

Melanie D. Peary
SIGNATURE

IF FUTURE CORRESPONDENCE SHOULD BE SENT TO AN ADDRESS OR PERSON DIFFERENT THAN THAT CURRENTLY LISTED, PLEASE ENTER THE NEW INFORMATION BELOW.

PLEASE PRINT

IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS ESTIMATE YOU MUST REQUEST A REVIEW BEFORE SEPTEMBER 24, 2010.

BUREAU OF ECONOMIC AND BUSINESS RESEARCH
UNIVERSITY OF FLORIDA
221 MATHERLY HALL
P.O. BOX 117145
GAINESVILLE, FL. 32611-7145
FAX (352) 392-4739

Have You Had an Annexation Lately?

If So, Your Population Estimate Needs Your Help

Your population estimate is important because it determines the amount of state and federal dollars that your community receives. It is essential that the state knows of your annexation in order to incorporate that area's population into your estimate.

Where to Report:

Report your annexation to the Florida Governor's Office and the Legislative Office of Economic and Demographic Research in order to ensure that the University of Florida knows that you had an annexation and that you qualify for all benefits available under the law.

Report to:

Valerie Jugger
Executive Office of the Governor
Office of Policy and Budget
The Capitol, Room 1702
Tallahassee, FL 32399-0001

Phone: 850-487-0106
Email: Valerie.Jugger@laspbs.state.fl.us

Pam Schenker
Florida Legislative Office of Economic and
Demographic Research
111 W. Madison Street, Suite 574
Tallahassee, FL 32399-6588

Phone: 850-487-1402
Email: Schenker.Pamela@leg.state.fl.us

What to Send:

- Annexation ordinance including:
 - Ordinance number
 - Legal description
 - Map with acreage denoted
 - Annexed land area (acres)
 - Effective date of the annexation
- Number of housing units by type of unit (single-family, multifamily, or mobile home) at the time of annexation

Population estimates depend upon the number of active residential electric meters in your area. So, please remember to **let your electric utility company(ies) know of the annexation**. In this way, the data that drive your population estimate will correctly reflect your current boundaries, both today and in the future.

Statutory Authority:

FS186.901(3) In cases of annexation or consolidation, local governments shall be required to submit to the Executive Office of the Governor, within 30 days following annexation or consolidation, a statement as to the population census effect of the action.

FS171.091 **Recording.**--Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

In addition to the above, please remember to file your annexation in accordance with Florida Statutes 171.044(3):

An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.

FINAL
2010 Budget Summary

BUDGET SUMMARY
CITY OF WILDWOOD - FISCAL YEAR 2009-2010

GENERAL FUND 4.1750

| ESTIMATED REVENUES | **Special Revenue Fund** | | **Enterprise Funds** | | **Trust & Agency Fund** | | Total |
|--|--------------------------|--------------------|----------------------|-----------------|-------------------------|--|---------------|
| | **General Fund** | Greenwood Cemetery | Water/Sewer Refuse | Industrial Park | | | |
| TAXES: | MILLAGE PER \$1000 | | | | | | |
| Ad valorem Taxes | 4.1750 | | | | | | 1,070,338.00 |
| Ad valorem Taxes TIF Funds | 4.1750 | | | | | | 107,707.00 |
| Other Taxes | | | | | | | 859,058.00 |
| Licenses & Permits | | | | | | | 7,900.00 |
| Intergovernmental | | | | | | | 1,303,488.00 |
| Charges For Services | | | | | | | 424,165.00 |
| Fines & Forfeitures | | | | | | | 28,995.00 |
| Interest Income | | | | | | | 3,105.00 |
| Rents & Leases | | | | | | | 38,181.00 |
| Miscellaneous | | | | | | | 27,585.00 |
| FDOT Reimbursement | | | | | | | 8,842.00 |
| The Villages/Amended Utility Agreement | | | | | | | 45,000.00 |
| The Villages/2nd Amended Utility Agreement | | | | | | | 45,000.00 |
| Dixie Youth Baseball Registrations | | | | | | | 1,135.00 |
| FLAG FOOTBALL REGISTRATIONS | | | | | | | 2,750.00 |
| SUMTER COUNTY YOUTH SOCCER FEES | | | | | | | 700.00 |
| OTHER RECREATION ACTIVITIES | | | | | | | 5,640.00 |
| GROWERS MARKET PROCEEDS | | | | | | | 11,000.00 |
| LIFE FLIGHT AGREEMENT | | | | | | | 8,000.00 |
| Tax Incremental District Funding/ County | | | | | | | 178,414.00 |
| SALE OF PROPERTIES | | | | | | | 10,500.00 |
| SALE OF REFUSE EQUIPMENT TO WASTEMANAGEMENT | | | | | | | 654,848.00 |
| Quarterly Fuel Tax Refunds | | | | | | | 8,543.00 |
| QUALIFYING FEES | | | | | | | 410.00 |
| Police User Fees | | | | | | | 159,791.00 |
| Impact Fees-Police | | | | | | | 22,371.00 |
| Impact fees- Parks & Recreation | | | | | | | 12,455.00 |
| Impact fees- Refuse Service | | | | | | | 22,178.00 |
| WATER TIE | | | | | | | 178,403.00 |
| WATER CONNECTIONS | | | | | | | 173,727.00 |
| WASTEWATER TIE | | | | | | | 48,572.00 |
| WASTEWATER CONNECTIONS | | | | | | | 373,782.00 |
| GRANTS: | | | | | | | |
| TOURIST DEVELOPMENT GRANT | | | | | | | 4,810.00 |
| JUSTICE GRANT | | | | | | | 18,488.00 |
| JUSTICE GRANT | | | | | | | 2,690.00 |
| WALMART GRANT | | | | | | | 1,000.00 |
| USDA POLICE VEHICLE GRANT | | | | | | | 60,000.00 |
| FRDAP Grant-Millennium Park (Phase II) | | | | | | | 19,847.00 |
| TOTAL SOURCES | | | | | | | 11,041,317.00 |
| TRANSFERS IN: | | | | | | | |
| Industrial Park | | | | | | | 10,000.00 |
| SPECIAL TRANSFER- NET REFUSE EQUIPMENT PROCEEDS | | | | | | | 395,271.00 |
| Water/Sewer Revenue | | | | | | | 309,000.00 |
| FUND BALANCES/RESERVES/NET ASSETS-WATERSEWER | | | | | | | 800,000.00 |
| FUND BALANCES/RESERVES/NET ASSETS-REFUSE IMPACT FEES | | | | | | | 38,878.00 |
| FUND BALANCES/RESERVES/NET ASSETS-INDUSTRIAL PARK | | | | | | | 48,000.00 |
| FUND BALANCES/RESERVES/NET ASSETS-GEN FUND-USDA GRANT MATCH | | | | | | | 20,000.00 |
| FUND BALANCES/RESERVES/NET ASSETS-POLICE IMPACT FEES | | | | | | | 127,828.00 |
| FUND BALANCES/RESERVES/NET ASSETS-PARKS & REC IMPACT FEES | | | | | | | 24,137.00 |
| FUND BALANCE RESERVE-WASTEWATER TIE | | | | | | | 5,000.00 |
| FUN BALANCE RESERVE-LAW ENFORCEMENT TRUST FUND | | | | | | | 145.00 |
| CRA (COMMUNITY REDEVELOPMENT DISTRICT) | | | | | | | - |
| TOTAL TRANSFERS-FUND BALANCES & RESERVES | | | | | | | 1,775,850.00 |
| TOTAL REVENUES, TRANSFERS & BALANCES | | | | | | | 12,817,175.00 |
| EXPENDITURES | | | | | | | |
| General Governmental Services | | | | | | | 1,518,204.00 |
| Public Safety | | | | | | | 1,881,187.00 |
| Physical Environment | | | | | | | 3,551,497.00 |
| Transportation | | | | | | | 818,098.00 |
| Economic Environment | | | | | | | 18,800.00 |
| Culture & Recreation | | | | | | | 373,439.00 |
| Community Redevelopment District | | | | | | | 113,827.00 |
| Debt Service | | | | | | | 134,231.00 |
| ADDITIONAL DEBT SERVICE TO PAY OFF REFUSE EQUIPMENT | | | | | | | 259,377.00 |
| SPECIAL TRANSFER TO GENERAL OF NET SALE OF REFUSE EQUIPMENT | | | | | | | 395,271.00 |
| SPECIAL PROJECTS: | | | | | | | |
| FRDAP Grant-Millennium Park-Phase III | | | | | | | 19,847.00 |
| JUSTICE GRANTS | | | | | | | 21,178.00 |
| WALMART GRANT | | | | | | | 1,000.00 |
| USDA VEHICLE GRANT & MATCH | | | | | | | 80,000.00 |
| Police Impact Fees | | | | | | | 150,000.00 |
| Parks & Recreation Impact Fees | | | | | | | 38,592.00 |
| CRA (Community Redevelopment) | | | | | | | 93,000.00 |
| Water TIE Fee Projects | | | | | | | 102,000.00 |
| WATER CONNECTION PROJECTS | | | | | | | 1,800.00 |
| Wastewater TIE Fee Projects | | | | | | | 51,271.00 |
| WASTEWATER CONNECTIONS PROJECTS | | | | | | | - |
| Champagne Farms Well Construction | | | | | | | 800,000.00 |
| Refuse Impact Fee Projects | | | | | | | 58,855.00 |
| TOTAL EXPENDITURES | | | | | | | 11,503,421.00 |
| Fund Balance/Reserve/Net Assets-General Fund Operations | | | | | | | 82,089.00 |
| SPECIAL CONTINGENCY-GENERAL FUND-REFUSE EQUIPMENT PROCEEDS | | | | | | | 395,271.00 |
| Fund Balance/Reserve/Net Assets-Police Impact Fees | | | | | | | - |
| Fund Balance/Reserve/Net Assets-Parks & Rec. Impact Fees | | | | | | | - |
| Fund Balance/Reserve/Net Assets-CRA-Tax District | | | | | | | 77,484.00 |
| Fund Balance/Reserve/Net Assets- Refuse Impact Fee | | | | | | | - |
| Fund Balance/Reserve/Net Assets-Enterprise Fund Operations | | | | | | | 111,083.00 |
| FUND BALANCE/REERVES/NET ASSETS/WATER TIE | | | | | | | 74,403.00 |
| FUND BALANCE/RESERVES/NET ASSETS/WATER CONNECTIONS | | | | | | | 171,827.00 |
| FUND BALANCE/RESERVES/NET ASSETS/WASTEWATER CONN | | | | | | | 373,782.00 |
| FUND BALANCE/RESERVES/NET ASSETS/WASTEWATER TIE | | | | | | | 2,301.00 |
| FUND BALANCE/REERVES/NET ASSETS/CHAMPAGNE FARMS | | | | | | | - |
| TOTAL FUND BALANCES/RESERVES,NET ASSETS | | | | | | | 1,313,754.00 |
| TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES | | | | | | | 12,817,175.00 |

3. NEW BUSINESS-ACTION REQUIRED 9. General Items for Discussion (3) FY09-10 Budget Amendments

FINAL AMENDED BUDGET OVERVIEW

FY 2009-2010

| A. GENERAL FUND: | | FUND 001 | |
|-------------------------|---|-----------|---------------------|
| 1. REVENUES: | | | |
| a. | ADVALOREM TAX (MINUS WW TAX INCREMENT FUNDS) | \$ | 1,070,326.00 |
| b. | INTERGOVERNMENTAL REVENUES | \$ | 1,303,486.00 |
| c. | UTILITY TAX- (ELECTRIC/GAS) | \$ | 186,513.00 |
| d. | UTILITY TAX-WATER SALES-CITY | \$ | 29,090.00 |
| e. | UTILITY TAX-WATER SALES- (VILLAGES/5%) | \$ | 131,706.00 |
| f. | FRANCHISE TAX | \$ | 511,750.00 |
| g. | ZONING COMPLIANCE | \$ | 412,854.00 |
| h. | 5% TECHNOLOGY FEE | \$ | 11,311.00 |
| i. | FINES & FORFEITURES | \$ | 28,423.00 |
| j. | SECOND DOLLAR FINES | \$ | 1,572.00 |
| k. | FDOT REIMBURSMENTS-LIGHTING AGREEMENT | \$ | 6,542.00 |
| l. | POLICE USER FEES | \$ | 159,791.00 |
| m. | SUMTER COUNTY YOUTH SOCCER FEES | \$ | 700.00 |
| n. | FLAG FOOTBALL REGISTRATIONS | \$ | 2,750.00 |
| o. | DIXIE YOUTH BASEBALL REGISTRATIONS | \$ | 1,135.00 |
| p. | THE VILLAGES AMENDED UTILITY AGREEMENT | \$ | 45,000.00 |
| q. | THE VILLAGES 2ND AMENDED UTILITY AGREEMENT -2007 | \$ | 45,000.00 |
| r. | GROWERS MARKET PROCEEDS | \$ | 11,000.00 |
| s. | LIFE FLIGHT LEASE PAYMENT | \$ | 6,000.00 |
| t. | COMMUNITY CENTER RENT | \$ | 36,181.00 |
| u. | OCCUPATIONAL LICENSE-CITY | \$ | 7,900.00 |
| v. | QUARTERLY FUEL TAX REFUNDS | \$ | 6,543.00 |
| w. | SALE OF PROPERTIES | \$ | 10,500.00 |
| x. | INTEREST INCOME | \$ | 3,105.00 |
| x1. | MISCELLANEOUS & OTHER GENERAL FUND REVENUE SOURCES | \$ | 27,585.00 |
| x2. | EASTER EGG HUNT ACTIVITY | \$ | 5,000.00 |
| x3. | PAINTING AND GLASS ENGRAVING CLASSES-RECREATION | \$ | 640.00 |
| x4. | QUALIFYING FEE | \$ | 410.00 |
| | TOURIST DEVELOPMENT GRANT FOR WINTERFEST | \$ | 4,610.00 |
| | TRANSFERS IN- | | |
| x5. | TRANSFER IN FROM INDUSTRIAL PARK | \$ | 10,000.00 |
| x6. | TRANSFER IN FROM ENTERPRISE FUND-OPERATIONS | \$ | 309,000.00 |
| x7. | SPECIAL TRANSFER IN-NET PROCEEDS OF REFUSE EQUIPMENT SALE/WASTEMANAGEMENT | \$ | 395,271.00 |
| y | | | |
| y1. | TOTAL GENERAL FUND REVENUE | \$ | 4,781,794.00 |
| 2. EXPENDITURES: | | | |
| z.1. | LEGISLATIVE BUDGET 2009 (511) | \$ | 50,949.00 |
| z.2. | EXECUTIVE BUDGET 2009 (512) | \$ | 260,694.00 |
| z.3. | FINANCIAL- ADMINISTRATIVE BUDGET 2009 (513) | \$ | 546,849.00 |
| z4. | BUILDING SERVICES | \$ | 260,000.00 |
| z5. | DEVELOPMENT DEPARTMENT BUDGET 2009 (516) | \$ | 399,712.00 |
| z6. | POLICE DEPARTMENT BUDGET 2009 (521) | \$ | 1,661,187.00 |
| z7. | PUBLIC WORKS DEPARTMENT (STREETS) BUDGET 2009 (541) | \$ | 618,098.00 |
| z8. | PARKS AND RECREATION DEPARTMENT BUDGET 2009 (572) | \$ | 317,973.00 |
| z9. | COMMUNITY CENTER BUDGET 2009 (575) | \$ | 40,491.00 |
| z10. | GROWERS MARKET DEPARTMENT | \$ | 14,250.00 |
| a. | TOTAL GENERAL FUND OPERATIONAL EXPENDITURES | \$ | 4,170,203.00 |
| b. | GENERAL FUND- DEBT SERVICE REQUIREMENTS | | |
| c. | DEBT SERVICE CITY HALL (513)/ USDA LOAN PRINCIPAL | \$ | 28,271.00 |
| d. | DEBT SERVICE CITY HALL (513)/ USDA LOAN INTEREST | \$ | 93,360.00 |
| e. | DEBT SERVICE RESERVE/ CITY HALL (513) | \$ | 12,600.00 |
| f. | DEBT SERVICE-COMMUNITY CENTER(COMMUNITY NAT'L BANK) 575-PRINCIPAL | \$ | - |
| g. | DEBT SERVICE-COMMUNITY CENTER-INTEREST (575) | \$ | - |
| h. | TOTAL DEBT SERVICE REQUIREMENTS | \$ | 134,231 |
| i. | GENERAL FUND SPECIAL PROJECTS | | |
| j. | JPA COMP PLAN (516) | \$ | - |
| | TRAFFIC CIRCULATION STUDY (516) | \$ | - |
| | ADOBE3 SOFTWARE (516) | \$ | - |
| a. | SUMMER CAMP PROGRAM(572) | \$ | - |
| b. | TOTAL GENERAL FUND SPECIAL PROJECTS | \$ | - |
| c. | | | |
| d. | TOTAL GENERAL FUND OPERATING EXPENDITURES | | 4,304,434.00 |

3. NEW BUSINESS-ACTION REQUIRED 9. General Items for Discussion (3) FY09-10 Budget Amendments

FINAL AMENDED BUDGET OVERVIEW

FY 2009-2010

GRANTS- REVENUE

| | | |
|--|-----------|-------------------|
| FRDAP GRANT- MILLENNIUM PARK-PHASE iii (572) P&R | \$ | 19,847.00 |
| JUSTICE GRANT-PD | \$ | 18,489.00 |
| JUSTICE GRANT-PD | \$ | 2,690.00 |
| WALMART GRANT-PD | \$ | 1,000.00 |
| USDA POLICE VEHICLE GRANT | \$ | 60,000.00 |
| POLICE VEHICLE GRANT- CASH MATCH FORWARD. | \$ | 20,000.00 |
| TOTAL REVENUE FROM GRANTS | \$ | 122,026.00 |

GRANTS -EXPENDITURES

| | | |
|---|-----------|-------------------|
| FRDAP GRANT-MILLENNIUM PARK (572) PARKS & REC | \$ | 19,847.00 |
| JUSTICE GRANT-PD | \$ | 18,489.00 |
| JUSTICE GRANT PD | \$ | 2,690.00 |
| WALMART GRANT PD | \$ | 1,000.00 |
| USDA POLICE VEHICLE GRANT | \$ | 80,000.00 |
| TOTAL- GRANT EXPENDITURES- | \$ | 122,026.00 |

IMPACT FEE-REVENUES

| | | |
|---|-----------|-------------------|
| IMPACT FEES-POLICE | \$ | 22,371.00 |
| CASH FORWARD- POLICE IMPACT FEES | \$ | 127,629.00 |
| TOTAL POLICE IMPACT FEE -. REVENUE | \$ | 150,000.00 |
| IMPACT FEES-PARKS & RECREATION | \$ | 12,455.00 |
| CASH FORWARD-PARKS & RECREATION IMPACT FEES | \$ | 24,137.00 |
| TOAL PARKS & RECREATION IMPACT FEE REVENUE | \$ | 36,592.00 |
| TOTAL IMPACT FEE REVENUE | \$ | 186,592.00 |

IMPACT FEE EXPENDITURES

| | | | |
|----|----------------------------------|-----------|-------------------|
| j. | POLICE IMPACT FEE EXPENSES (521) | \$ | 150,000.00 |
| | TOTAL POLICE IMPACT FEES | \$ | 150,000.00 |

| | | | |
|----------|---|-----------|------------------|
| l. k. | PARKS & RECREATION IMPACT FEE EXPENSES (572) | \$ | 36,592.00 |
| | TOTAL PARKS & RECREATION IMPACT FEE EXPENSES | \$ | 36,592.00 |

| | | | |
|----|---------------------------------------|-----------|-------------------|
| m. | TOTAL- IMPACT FEE EXPENDITURES | \$ | 186,592.00 |
|----|---------------------------------------|-----------|-------------------|

COMMUNITY REDEVELOPMENT AREA (CRA) - REVENUE

| | | |
|--|-----------|-------------------|
| ADVALOREM- WILDWOOD CRA TAX DISTRICT FUNDS (TIF FUNDS)- | \$ | 107,707.00 |
| COUNTY CRA TAX DISTRICT FUNDS (TIF FUNDS) | \$ | 176,414.00 |
| CASH FORWARD-TAX INCREMENT FINANCING | \$ | - |
| TOTAL COMMUNITY REDEVELOPMENT REVENUES | \$ | 284,121.00 |
| CRA EXPENDITURES | | |
| COMMUNITY REDEVELOPMENT DEPARTMENT (550) | \$ | 113,627.00 |
| SPECIAL PROJECTS | | |
| SIDEWALKS (550) | \$ | 3,000.00 |
| GAMBLE STREET PROJECT | \$ | 90,000.00 |
| COMPUTER | \$ | - |
| SIGNAGE GRANT | \$ | - |
| TOTAL CRA EXPENDITURES | \$ | 206,627.00 |

CONTINGENCY RESERVES

| | | |
|--|-----------|---------------------|
| GENERAL FUND CONTINGENCY RESERVE-FOR OPERATIONS | \$ | 82,089.00 |
| SPECIAL CONTINGENCY-GENERAL FUND/ EQUIPMENT PROCEEDS | \$ | 395,271.00 |
| GRANTS CONTINGENCY | \$ | - |
| POLICE IMPACT FEE RESERVE | \$ | - |
| LIBRARY IMPACT FEE RESERVE | \$ | - |
| PARKS & RECREATION IMPACT FEE RESERVE | \$ | - |
| TAX INCREMENT FINANCING RESERVE | \$ | 77,494.00 |
| TOTAL CONTINGENCY | \$ | 554,854.00 |
| TOTAL EXPENDITURES AND CONTINGENCIES-GENERAL FUND | | 5,374,533.00 |

| | | |
|-----------------------------------|-----------|---------------------|
| TOTAL REVENUE-GENERAL FUND | \$ | 5,374,533.00 |
|-----------------------------------|-----------|---------------------|

3. NEW BUSINESS-ACTION REQUIRED 9. General Items for Discussion (3) FY09-10 Budget Amendments

FINAL AMENDED BUDGET OVERVIEW
FY 2009-2010

| | | |
|--|---|--------------------|
| B. GREENWOOD CEMETERY: FUND 101 | | |
| 1. REVENUES | | |
| a. | INTEREST EARNED. | \$ 424.00 |
| b. | CEMETERY LOT SALES | \$ 2,800.00 |
| c. | CONTRIBUTIONS/DUES | \$ 1,650.00 |
| d. | GRAVE OPENING PERMITS | \$ 1,500.00 |
| e. | MISCELLANEOUS | \$ - |
| f. | CASH ON HAND-TRANSFER IN FROM CEMETERY RESERVES | \$ - |
| TOTAL GREENWOOD CEMETERY FUND REVENUE | | \$ 6,374.00 |
| 2. EXPENDITURES | | |
| a. | CEMETERY BASE BUDGET-2009 | \$ 725.00 |
| b. | PROPERTY PAYMENT | \$ - |
| TOTAL GREENWOOD CEMETERY EXPENDITURES | | \$ 725.00 |
| CONTINGENCY RESERVE-CEMETERY | | \$ 5,649.00 |
| TOTAL EXPENDITURES AND CONTINGENCY | | \$ 6,374.00 |

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (3) FY09-10 Budget Amendments

FINAL AMENDED BUDGET OVERVIEW
FY 2009-2010

C. ENTERPRISE FUND FUND 401

| | | |
|---------------------|--|-----------------|
| 1. REVENUES: | | |
| a. | WATER DEPARTMENT OPERATING REVENUE- 2009 | \$ 1,286,160.00 |
| b. | WATER- METER INSTALLATIONS | \$ 22,843.00 |
| c. | WATER-OTHER (ON/OFF FEES) | \$ 19,582.00 |
| d. | WATER OTHER- | \$ 8,939.00 |
| e. | SWFWMD FUNDING=CHAMPAGNE FARMS PROJECT | \$ 132,000.00 |
| | REFUSE DEPARTMENT OPERATING REVENUE -2009 | \$ 760,000.00 |
| f. | REFUSE-OTHER | \$ 10,347.00 |
| g. | REFUSE-WOODWASTE | \$ 5,682.00 |
| h. | REFUSE-ROLL OFF CONTAINERS | \$ 7,527.00 |
| i. | REFUSE-RECYCLABLES | \$ 875.00 |
| j. | WASTEWATER DEPARTMENT OPERATING REVENUE- 2009 | \$ 2,037,637.00 |
| k. | WASTEWATER DEPARTMENT-TSS/COD CHARGES-2009 | \$ 627,566.00 |
| l. | WASTEWATER-OTHER MISC. | \$ 97,163.00 |
| m. | REUSE WATER OPERATIONS-2009 | \$ 74,380.00 |
| n. | INTEREST INCOME-ENTERPRISE FUND | \$ 6,080.00 |
| o. | | |
| p. | PROCEEDS FROM SALE OF REFUSE EQUIPMENT TO WASTEMANAGMENT | \$ 654,648.00 |
| q. | | |
| r. | CASH BROUGHT FORWARD-ENTERPRISE FUND RESERVES-2009 | \$ - |

| | | |
|---|--|------------------------|
| TOTAL WATER/SEWER/REFUSE (OPERATIONAL) REVENUE | | \$ 5,751,429.00 |
| 2. EXPENDITURES: | | |
| a. | PHYSICAL ENVIRONMENT ADMINISTRATION BUDGET | \$ 334,372.00 |
| b. | WATER DEPARTMENT BUDGET | \$ 809,098.00 |
| c. | REFUSE DEPARTMENT BUDGET | \$ 800,851.00 |
| d. | WASTEWATER DEPARTMENT BUDGET | \$ 1,607,176.00 |
| e. | | |
| TOTAL OPERATIONAL | | \$ 3,551,497.00 |

| | | |
|----------------------------------|---|------------------------|
| DEBT SERVICE REQUIREMENTS | | |
| f. | 1999 W/S BOND REFINANCING-PRINCIPAL(535) | \$ 160,000.00 |
| g. | 1999 W/S BOND REFINANCING-INTEREST (535) | \$ 11,586.00 |
| h. | 1994 SRF LOAN- FDER- (REUSE PROJECT)-PRINCIPAL(535) | \$ 163,176.00 |
| i. | 1994 SRF LOAN-INTEREST (535) | \$ 26,019.00 |
| j. | 1996 SRF LOAN -FDER - (WWTP EXPANSION)-PRINCIPAL(535) | \$ 219,536.00 |
| k. | 1996 SRF LOAN-INTEREST (535) | \$ 50,527.00 |
| m. | 2007 SRF LOAN-PRINCIPAL (535) | \$ 275,647.00 |
| n. | 2007 SRF LOAN- INTEREST | \$ 116,910.00 |
| o. | CHAMPAGNE FARMS LOAN- PRINCIPAL (533) | \$ 64,680.00 |
| p. | CHAMPAGNE FARMS LOAN-INTEREST (533) | \$ 37,120.00 |
| q. | ADDITIONAL DEBT SERVICE TO PAYOFF EQUIPMENT SOLD TO WASTEMANAGEMENT | \$ 259,377.00 |
| TOTAL DEBT SERVICE | | \$ 1,384,578.00 |

| | | |
|----|--|----------------------|
| r. | TRANSFERS OUT TO GENERAL FUND-OPERATIONAL | \$ 309,000.00 |
| | SPECIAL TRANSFER TO GEN-NET OF REFUSE .EQUIP SALE | \$ 395,271.00 |
| s. | | |

| | | |
|----|---|------------------------|
| t. | TOTAL ENTERPRISE FUND OPERATIONAL EXPENDITURES | \$ 5,640,346.00 |
|----|---|------------------------|

| | | |
|--|---|------------------------|
| CAPITAL PROJECTS | | |
| REVENUE: | WATER TIE FEES | \$ 176,403.00 |
| | WATER TIE FEES- CASH BROUGHT FORWARD | \$ - |
| | WATER CONNECTION FEES- | \$ 173,727.00 |
| | WATER CONNECTION FEES- CASH BROUGHT FORWARD | \$ - |
| | CHAMPAGNE FARMS LOAN PROCEEDS-(CASH) | \$ 800,000.00 |
| | WASTEWATER TIE FEES | \$ 48,572.00 |
| | WASTEWATER TIE FEES-CASH BROUGHT FORWARD | \$ 5,000.00 |
| | WASTEWATER CONNECTION FEES- | \$ 373,762.00 |
| WASTEWATER CONNECTION FEES- CASH BROUGHT FORWARD | \$ - | |
| | | \$ 1,577,464.00 |

| | | |
|----------------------|--|------------------------|
| EXPENDITURES: | | |
| u. | WATER TIE FEE PROJECTS | \$ 102,000.00 |
| w. | WATER CONNECTION FEE PROJECTS | \$ 1,800.00 |
| x. | WASTEWATER TIE FEE PROJECTS | \$ 51,271.00 |
| X. | WASTEWATER CONNECTION FEE PROJECTS | \$ - |
| y. | CHAMPAGNE FARMS WELL CONSTRUCTION - EXPENDITURES | \$ 800,000.00 |
| z. | | \$ 955,071.00 |
| z1. | | |
| z2. | | |
| z3. | TOTAL OPERATIONAL AND CAPITAL PROJECTS EXPENDITURES | \$ 6,595,417.00 |
| z4. | | |

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (3) FY09-10 Budget Amendments

FINAL AMENDED BUDGET OVERVIEW
FY 2009-2010

| | | |
|--|---|------------------------|
| | IMPACT FEE PROJECTS | |
| z5. | | |
| z6. | | |
| z7. | IMPACT FEE ANTICIPATED REVENUE- REFUSE -2009 | \$ 22,179.00 |
| z8. | CASH BROUGHT FORWARD-IMPACT FEES-REFUSE-2009 | \$ 36,676.00 |
| z9. | TOTAL REFUSE IMPACT FEE REVENUE | \$ 58,855.00 |
| z10. | | |
| z11. | REFUSE IMPACT FEE PROJECTS | \$ 58,855.00 |
| z7. | TOTAL IMPACT FEE EXPENDITURES -FUND 401 | \$ 58,855.00 |
| TOTAL ALL EXPENDITURES-OPERAITONAL-CAPITAL PROJECTS & IMPACT FEES | | \$ 6,654,272.00 |
| TOTAL ALL REVENUES | | |
| | | \$ 7,387,748.00 |
| CONTINGENCIES | | |
| | ENTERPRISE FUND- CONTINGENCY RESERVE (401)=OPERATING | \$ 111,083.00 |
| | WATER TIE CONTINGENCY | \$ 74,403.00 |
| | WATER CONNECTION CONTINGENCY | \$ 171,927.00 |
| | REFUSE IMPACT FEE- CONTINGENCY | \$ - |
| | WASTEWATER CONNECTION-CONTINGENCY | \$ 373,762.00 |
| | WASTEWATER TIE CONTINGENCY | \$ 2,301.00 |
| | CHAMPAGNE FARMS -CONTINGENCY | \$ - |
| | TOTAL CONTINGENCY | \$ 733,476.00 |
| | TOTAL EXPENDITURES AND CONTINGENCIES-FUND 401 | \$ 7,387,748.00 |

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (c) FY09-10 Budget Amendments

FINAL AMENDED BUDGET OVERVIEW
FY 2009-2010

**D. INDUSTRIAL
DEVELOPMENT FUND: FUND 403**

| | | |
|---|--|---------------------|
| 1. REVENUES | | |
| a. | INTEREST EARNINGS | \$ 375.00 |
| b. | SALE OF PROPERTY | |
| c. | | |
| e. | TRANSFER FROM INDUSTRIAL PARK RESERVES | \$ 48,000.00 |
| TOTAL INDUSTRIAL PARK REVENUE = | | \$ 48,375.00 |
| 2. EXPENDITURES: | | |
| a. | INDUSTRIAL PARK BASE BUDGET 2009 | \$ 1,100.00 |
| b. | SUMTER COUNTY DEVELOPMENT COUNCIL | \$ - |
| c. | SUMTER COUNTY CHAMBER OF COMMERCE | \$ 12,500.00 |
| d. | OTHER CONTRACTUAL | \$ 5,000.00 |
| f. | TRANSFER OUT TO GENERAL FUND FOR MAINTENANCE | \$ 10,000.00 |
| g. | | |
| TOTAL INDUSTRIAL PARK EXPENDITURES = | | \$ 28,600.00 |
| i. | CONTINGENCY RESERVE - INDUSTRIAL PARK FUND | \$ 19,775.00 |
| j. | TOTAL EXPENDITURES AND CONTINGENCY | \$ 48,375.00 |

**E. LAW ENFORCEMENT
TRUST FUND FUND 601**

| | | |
|---|---|------------------|
| 1. REVENUE: | | |
| a. | | |
| b. | | |
| c. | TRANSFER IN FROM CASH RESERVES | \$ 145.00 |
| TOTAL REVENUE LETF = | | \$ 145.00 |
| 2. EXPENDITURES: | | |
| a. | LAW ENFORCEMENT TRUST FUND BASE BUDGET | \$ 145.00 |
| b. | | |
| TOTAL EXPENDITURES LETF (601) FUND = | | \$ 145.00 |
| c. | | |
| d. | | |
| e. | CONTINGENCY RESERVE -(601) LETF FUND | \$ - |
| f. | | |
| g. | TOTAL EXPENDITURES AND CONTINGENCY | \$ 145.00 |

| | | |
|---|--|-------------------------|
| TOTAL REVENUE - ALL FUNDS | | \$ 12,817,175.00 |
| TOTAL EXPENDITURES - DEPARTMENTS AND FUNDS | | \$ 11,503,421.00 |
| TOTAL CONTINGENCY - ALL FUNDS | | \$ 1,313,754.00 |
| TOTAL EXPENDITURES AND CONTINGENCIES - ALL FUNDS | | \$ 12,817,175.00 |

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (3) FY09-10 Budget Amendments

3. NEW BUSINESS-ACTION REQUIRED
g. 4 General Items for Consideration
Review/consideration regarding FDEP's offer to purchase property owned by the agency on High Street

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: FDEP Property Parcel G06J038
REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only) **DATE OF MEETING:** 9/28/10
 Regular Meeting Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor and Commission,

FDEP has inquired whether the City would be interested in purchasing a parcel owned by that agency located on High St (Parcel ID:G06J038) The property is 12/100 of an acre and FDEP is asking \$1,800 for the lot. The parcel is adjacent to City owned property where the old water tower was located. City staff has visited the site and would recommend the Commission direct the City Manager to negotiate a purchase price for the property. The intended use would be to construct a tot lot (small playground, pavilion) on the site for recreational use. The property is within a residential area and is across the street from a church. The City's engineering firm has reviewed the location of the property and has determined that is not sufficient for any future storm water mitigation. Parks and Recreation Impact Fees would be used for the purchase and development of the site. The cost should be minimal and a site plan would be brought back for Commission approval.

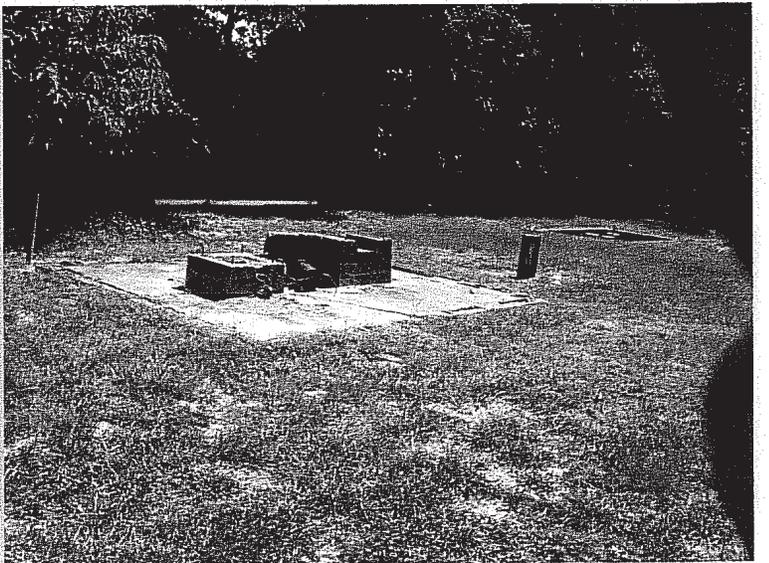
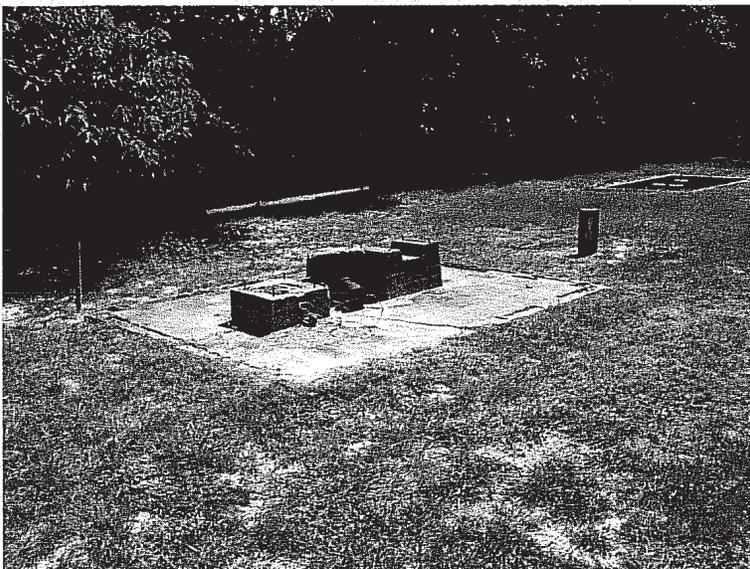
Regards,

Robert Smith

3. NEW BUSINESS—ACTION REQUIRED

g. 4 General Items for Consideration

Review/consideration regarding FDEP's offer to purchase property owned by the agency on High Street



3. NEW BUSINESS-ACTION REQUIRED g. 4 General Items for Consideration
Review/consideration regarding FDEP's offer to purchase property owned by the agency on High St.

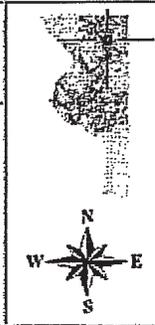




Sumter County BOCC - GIS
 BOCC - Bushnell, FL 33513 | 352-793-0200

Parcel ID: G06J038
 TITL/STATE OF FLORIDA, MURPHY
 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399
 Street: NOT ON FILE
 S/T/R: 06/19/23 BEG 50 FT W OF SE COR OF W1/2 OF N1/2 OF N1/2 OF LOT H PETTYS ADD PB 1 PG 81 RUN W 50 FT N 105 FT E 50 FT S
 105 FT TO
 Sales

NOTES:



This information was derived from data which was compiled by the Sumter County BOCC - GIS. This information should not be relied upon by anyone as a determination of the ownership of property, legal boundary representation, or market value. The map image is not a survey and shall not be used in any Title Search or any official capacity. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. This information was last and may not reflect the data currently on file at our office.