

Agenda



TUESDAY
MILLAGE & BUDGET HEARINGS

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



Agenda

TUESDAY
MILLAGE & BUDGET HEARINGS

September 13th, 2011
 7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

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

1. **TIMED ITEMS AND PUBLIC HEARINGS**

7:00 PM (a)	PUBLIC HEARING	<ol style="list-style-type: none"> 1. (Review) <u>STATE REQUIREMENTS</u> (Hearing Information) reference the Hearing Procedures for tentative adoption) (Attachments) 2. TENTATIVE ADOPTION of the Proposed Millage (Property Tax Levy or Ad Valorem Taxes) for the 2011-2012 Fiscal year (Please see your budget packet for information) 3. Resolution No. R2011-18 – TENTATIVELY adopting the Proposed Millage (Property Tax Levy or Ad Valorem Taxes) for the 2011-2012 Fiscal Year (Attachments)
7:00 PM (b)	PUBLIC HEARING	<ol style="list-style-type: none"> 1. TENTATIVE ADOPTION of the City of Wildwood's Proposed Budget for the 2011-2012 Fiscal Year (Please see your budget packet for information) 2. Resolution No. R2011-19 – TENTATIVELY adopting the City of Wildwood's Proposed Budget for the 2011-2012 Fiscal Year (Attachments), AND 3. Copy of ad's for the second public hearing – for your review (Attachments)
7:00 PM (c)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc. – WITH A POWER POINT PRESENTATION
7:00 PM (d)	PUBLIC HEARING – 2nd FINAL READING	Ordinance No. O2011-10, an ordinance amending sections of the City Code of Ordinances and providing for a definitions and limits, etc. for metallic discharges (Attachments – Staff Recommends Approval)

* Quasi Judicial Hearing

2. **REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** (See 1.c. above)

- a. City Manager
- b. City Attorney
- c. City Clerk
- d. Commission Members
- e. Public Forum (10 minute time limit)
- f. Notes, Reports, and items for the file as attached

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

1. Minutes of Special Meeting held on August 15th, 2011 (Attachments – Staff recommends approval)
2. Minutes of Regular Meeting held on August 22nd, 2011 (Attachments – Staff recommends approval)

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

1. Ordinance No. O2011-12, an ordinance requiring entities with pipes, cables, or lines within a public ROW to seek a permit prior to disturbance of said ROW for maintenance and/or repair, etc. (Attachments – Staff recommends approval)
2. Ordinance No. O2011-15, an ordinance correcting scrivener's errors regarding Ordinance # O2010-19 (Attachments – Staff Recommends Approval)
3. Ordinance No. O2011-16, an ordinance correcting scrivener's errors regarding Ordinance # O2010-20 (Attachments – Staff Recommends Approval)

c. **RESOLUTIONS FOR APPROVAL:**

1. None

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Discussion/approval of First Amendment to Developer's Agreement between Sumter County and the COW incorporating additional fees necessary to provide water to the South Wildwood Fire Station 33 (Attachments – Staff Recommends Approval)
2. The InterGovernmental Cooperative Agreement-Contract and By-Laws for Public Risk Management of Florida (Attachments Deanna – Staff Recommends Approval)

f. **FINANCIAL**

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

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Approval requested by St. Vincent de Paul Catholic Church for a Special Events Permit (TEMP 1108-01) to hold a "Respect for Life Rally" on the sidewalk area in front of city hall (Attachments – Board Option)
2. Request approval of Power Corps and Harrigan Builders, Inc. ERC Transfer (Attachments – Staff Recommends Approval)
3. Review/approval requested of the University of Florida (Bureau of Vital Statistics) Population Estimate (Attachments – Staff Recommends Approval)
4. Discussion/decision regarding the appointment of Commissioner Allen as Chairman of Florida League of Cities Finance Committee – possible appointment to National League of Cities (Attachments – Board Option)

4. **ADJOURN:**

NOTES – NO ACTION REQUIRED:

- a. None

REPORTS:

CITY MANAGER (2.a.f.):

1. **FYI** – August 16, 2011 Kimley-Horn & City Staff Utilities & Projects Meeting Notes (Attachments)
2. **FYI** – Letter from e5Solutions thanking us for the use of the MP Community Center for their Entrepreneurial Institute course (Attachment)
3. **FYI** – Copy of letter to SCTDC (Sumter County Tourist Development Council) Chairman Gilpin regarding the SC Wayfinding Signs Proposal (Attachment)
4. **FYI** – Memo from Chief Reeser to City Manager Smith regarding emergency purchase/replacement of police department's server (Attachment)
5. **FYI** – Special Events Permit (TEMP 1105-01) issued to Central Florida Urology Specialists for a 5k Relay (Attachments)

TIMED ITEMS AND PUBLIC HEARINGS

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HEARING INFORMATION

To adopt a millage rate and budget, taxing authorities must hold two public hearings. The first or "tentative" hearing is advertised on the Notice of Proposed Property Taxes (TRIM Notice) that the property appraiser mails. The TRIM Notice is the only advertisement required for the tentative hearing.

Scheduling and Advertising

- Hold all hearings after 5:00 P.M., Monday – Friday or anytime on Saturday. Do not hold hearings on Sunday. (s. 200.065 (2)(e)2., F.S.)
- Taxing authorities must advertise their final hearing within 15 days of adopting a tentative millage and budget. You must hold the final hearing within 2 to 5 days after the advertisement appears in the newspaper.
- The Board of County Commissioners (BCC) cannot schedule its hearings on days scheduled for hearings by the School Board. The school board has first priority of a hearing date and the BCC has second. (s. 200.065(2)(e)2., F.S.)
- The hearing dates scheduled by the BCC and the school board cannot be used by any other taxing authority within the county for its public hearings. (s. 200.065(2)(e)2., F.S.)

At the Hearing

- In the hearings, the first substantive issues discussed should be:
 - The percentage increase in millage over the rolled-back rate needed to fund the budget, if any.
 - The reasons ad valorem tax revenues are being increased. See Line 28 on Form DR-420 for the calculation of the increase over the rolled-back rate. (s.200.065(2)(e)1., F.S.)
- At all hearings, the governing body will hear comments about the proposed tax increase and explain the reasons for the proposed increase over the rolled-back rate. The public can speak and ask questions before the governing body adopts any measures.
- At both the tentative and final hearings, the governing body must adopt its millage rate before it adopts a budget. (s. 200.065(2)(e)1., F.S.). *Include minutes (not the agenda) from the meeting if the order of adoption cannot be determined.*

HEARING INFORMATION

- The millage rate and budget must be adopted by **separate** votes at the advertised hearing.
- For each taxing authority levying millage, you must publicly read at the hearing before the adoption of the millage levy resolution or ordinance, the
 - Name of the taxing authority
 - Rolled-back rate
 - Percentage of increase over the rolled-back rate. See Line 28, Form DR-420, for the calculation.
 - Millage rate to be levied
(s. 200.065(2)(e), F.S.)
- If your tentative millage rate is **higher** than the proposed rate, you must mail each taxpayer a revised Notice of Proposed Property Tax. The property appraiser prepares the revised TRIM Notice at the expense of the taxing authority. It must be mailed within 10 to 15 days before the final hearing. (s. 200.065 (2)(d), F.S.)
- The final millage rate cannot exceed the tentatively adopted millage rate.
- You must complete your TRIM process within 101 days.

Final Resolution/Ordinance

- The resolution or ordinance **must include** the
 - Name of the taxing authority
 - Rolled-back rate
 - Percent of increase over the rolled-back rate
 - Final adopted millage rate.
- You cannot levy a millage, other than one approved by referendum, until the governing board of the taxing authority approves the resolution or ordinance to levy. (s. 200.065(2) and 200.065(4), F.S.)
- If the fiscal year of a local government begins before adoption of a final budget, the taxing authority may spend money under the adopted tentative budget, until a final budget is adopted. (s. 200.065 (2)(g)(1), F.S.)
- Taxing authorities **must** forward the resolution or ordinance adopting the final millage to the property appraiser, the tax collector, and the Department of Revenue within **3 days** after the final budget hearing. (s. 200.065(4), F.S.)

The receipt of the resolution or ordinance by the property appraiser is official notice of the millage rate approved by the taxing authority. (s. 200.065(4), F.S.)

HEARING INFORMATION

Final Hearing Information

Within 15 days after the Tentative TRIM hearing, the Final TRIM hearing is to be advertised, in a newspaper. The hearing has to be held within 2 to 5 days after the advertisement appears in the newspaper.

The final millage rate and final budget are adopted, by resolution or ordinance at the final hearing. The percent increase over the rolled-back rate, rolled-back rate and final millage rate should be included in the resolution or ordinance.

The final adopted millage rate cannot be more than the tentatively adopted millage rate.

A copy of the resolution or ordinance adopting the final millage rate must be sent to the property appraiser, tax collector and the Department of Revenue within 3 days after adoption.

Certification of Compliance, Form DR-487 is to be submitted to the TRIM Compliance Section within 30 days of the Final Hearing.

RESOLUTION NO. R2011-18

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

WHEREAS, City of Wildwood, Florida, of Sumter County, Florida on September 13, 2011, adopted fiscal year 2012 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 \$370,598,728.

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

1. The Fiscal year 2012 tentative operating millage rate is 4.0714% mills which is greater than the rolled back rate 4.0714% by 0%.
2. The voted debt service millage is 0%.
3. This resolution shall take effect immediately up its adoption.

DONE AND RESOLVED, this 13th day of September 2011.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: FY 2011- 2012 Budget

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only)

DATE OF MEETING: 9/13/11

Regular Meeting

Special Meeting

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT:

Annual

FUNDING SOURCE: _____

Capital

EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

Mayor and Commission,

As discussed at the two budget workshops, attached for your approval is the FY 11-12 Budget. The goal, as in years past, was to preserve the financial viability of the City while maintaining the level of service and quality of life our Citizens and Utility Customers have been accustomed. The Budget reflects a reduction of ad valorem millage from 4.2145 to 4.07. This 3.5% decrease represents the second lowest millage rate since 1987.

FY11-12 Budget Highlights:

Revenues:

- Additional Sales Tax Revenue (population increase)
- Additional Discretionary Surtax (population increase)
- Additional State Revenue Sharing (population increase)
- Additional Enterprise Fund Revenues (CPI Increase, Additional Development)
- Lowered Zoning and Compliance Revenue
- Did not anticipate Connection and Tie Fees as specific Enterprise Operational Revenues. Clarification to be provided at hearing.

Expenditures:

- \$700,000 CDBG Grant: Pitt & Stone, Osceola Ave, and CR 232
- \$336,000 HVAC City Hall Repairs: Reserve
- Repaving Projects: 4th Ave, Judy Ave, Oakgrove Village, and CR 156
- Vehicle Replacement Program: Police, Water, Wastewater
- Police/Public Works Radio Narrow Banding: FCC Requirement
- Utility Director to supervise Water & Wastewater
- IT Upgrades: Fiber, Interconnectivity, Hardware, Software
- City Hall Annex: Public Records Storage Facility Improvements
- Police Station Fund Established
- Water Department Relocation
- CR 466A Utility Construction Improvements
- New City Logo
- Winter Wonderland Event
- Impact Fee Study Update
- Water Use Permit Update

General Fund Expenditures:	\$5,995,316
General Fund Revenues	\$6,397,242
Contingency	\$401,926
Enterprise Fund Expenditures	\$4,832,193
Enterprise Fund Revenues	\$4,900,173
Contingency	\$67,980
Total Expenditures	\$10,827,509
Total Revenues	\$11,297,415
Total Contingency	\$469,906

Regards,

Robert Smith
City Manager
City of Wildwood

RESOLUTION NO. R2011-19

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA
ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR
2012; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City Commission of the City of Wildwood, Sumter County, Florida on September 13, 2011, 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 2012 in the amount of **\$11,319,855**.

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

1. The Fiscal Year – 2012 TENTATIVE Budget be adopted.
2. This resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED, this 13th day of September, 2011.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

1. (b) (3). PUBLIC HEARING – Copy of AD's for your review (goes with the 2nd Public Hearing on the millage and budget)

ADD FOR 2nd Public Hearing

NOTICE OF BUDGET HEARING

The City of Wildwood has tentatively adopted

a budget for fiscal year 2011-2012. A public hearing to make a

FINAL DECISION on the budget and **TAXES** will be held on

September 27, 2011, 7:00 P.M., at the City Commission Meeting Chambers,

City Hall, 100 North Main Street, Wildwood, Florida.

Publish in September 22, 2011' SCT edition only.

No Specific size requirement mandatedbut make at least a 1/4 page ad.

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

Not to be placed in the legal or classified section.

AD's
For 2nd
Public
Hearing

BUDGET SUMMARY
CITY OF WILDWOOD - FISCAL YEAR 2010-2011

GENERAL FUND 4.0714							Total
ESTIMATED REVENUES		**General Fund**	**Special Revenue Fund** Greenwood Cemetery	** Enterprise Water/Sewer Refuse	Funds ** Industrial Park	**Trust & Agency Fund**	Total
TAXES: MILLAGE PER \$1000							
AD VALOREM TAXES	4.0714	\$ 1,439,906	\$ -	\$ -	\$ -	\$ -	\$ 1,439,906
AD VALOREM TAXES/ WILDWOOD TIF/ (CRA)	4.0714	\$ 68,950	\$ -	\$ -	\$ -	\$ -	\$ 68,950
UTILITY TAXES		\$ 431,000	\$ -	\$ -	\$ -	\$ -	\$ 431,000
FRANCHISE TAXES		\$ 660,000	\$ -	\$ -	\$ -	\$ -	\$ 660,000
INTERGOVERNMENTAL REVENUES		\$ 1,664,897	\$ -	\$ -	\$ -	\$ -	\$ 1,664,897
DEVELOPMENT SERVICES (PLANNING & ZONING)		\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
CHARGES FOR SERVICES		\$ -	\$ -	\$ 4,396,285	\$ -	\$ -	\$ 4,396,285
WATER AND WASTEWATER CONNECTION AND TIE FEES		\$ -	\$ -	\$ 340,000	\$ -	\$ -	\$ 340,000
SUMTER COUNTY(ADMIN FEES) BUILDING SERVICES		\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
SUMTER COUNTY DISPATCH COMPENSATION		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
CDBG GRANT-STATE		\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ 700,000
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
FDDT REIMBURSEMENT- MAINTENANCE		\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ 6,400
FDDT LIGHTING AGREEMENT		\$ 7,046	\$ -	\$ -	\$ -	\$ -	\$ 7,046
THE VILLAGES/2ND AMENDED UTILITY AGREEMENT-2007		\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ 45,000
DIXIE YOUTH REGISTRATIONS		\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000
LIFE FLIGHT LEASE PAYMENTS		\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000
SUMMER CAMP FUNDING/REGISTRATION FEES		\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000
TAX INCREMENT DISTRICT FUNDING/SUMTER COUNTY/ (CRA)		\$ 125,068	\$ -	\$ -	\$ -	\$ -	\$ 125,068
LAW ENFORCEMENT (POLICE) IMPACT FEES		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
PARKS & RECREATION IMPACT FEES		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
QUARTERLY FUEL TAX REFUNDS		\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ 4,000
POLICE USER FEES		\$ 170,000	\$ -	\$ -	\$ -	\$ -	\$ 170,000
MISCELLANEOUS		\$ 17,500	\$ 3,950	\$ -	\$ -	\$ -	\$ 21,450
PARKS & RECREATION PROGRAM ACTIVITIES		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
TOTAL SOURCES		\$ 5,754,657	\$ 4,550	\$ 4,736,885	\$ -	\$ -	\$ 10,496,092
TRANSFERS IN:							
INDUSTRIAL PARK (TO GENERAL FUND)		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
WATER/SEWER REVENUE (TO GENERAL FUND)		\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ 350,000
CRA (REDEVELOPMENT DISTRICT) ADMIN. COSTS		\$ 19,297	\$ -	\$ -	\$ -	\$ -	\$ 19,297
CASH RESERVES							
FUND BALANCES/RESERVES/NET ASSETS-WATER/SEWER		\$ -	\$ -	\$ 163,288	\$ -	\$ -	\$ 163,288
FUND BALANCES/RESERVES/NET ASSETS-INDUSTRIAL PARK		\$ -	\$ -	\$ -	\$ 10,950	\$ -	\$ 10,950
FUND BALANCES/RESERVES/NET ASSETS-GENERAL FUND		\$ 163,288	\$ -	\$ -	\$ -	\$ -	\$ 163,288
FUND BALANCES/RESERVES/NET ASSETS-POLICE IMPACT FEES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCES/RESERVES/NET ASSETS-PARKS & REC IMPACT FEES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCES/RESERVES/NET ASSETS-CRA		\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
FUND BALANCE/RESERVES/NET ASSETS- GREENWOOD CEMETERY		\$ -	\$ 6,940	\$ -	\$ -	\$ -	\$ 6,940
TOTAL TRANSFERS-FUND BALANCES & RESERVES		\$ 642,585	\$ 6,940	\$ 163,288	\$ 10,950	\$ -	\$ 823,763
TOTAL REVENUES, TRANSFERS & BALANCES		\$ 6,397,242	\$ 11,490	\$ 4,900,173	\$ 10,950	\$ -	\$ 11,319,855
EXPENDITURES							
GENERAL GOVERNMENTAL SERVICES		\$ 1,219,143	\$ -	\$ -	\$ -	\$ -	\$ 1,219,143
PUBLIC SAFETY		\$ 1,862,589	\$ -	\$ -	\$ -	\$ -	\$ 1,862,589
PHYSICAL ENVIRONMENT		\$ -	\$ -	\$ 2,953,683	\$ -	\$ -	\$ 2,953,683
TRANSPORTATION		\$ 926,385	\$ -	\$ -	\$ -	\$ -	\$ 926,385
ECONOMIC ENVIRONMENT		\$ -	\$ -	\$ -	\$ 950	\$ -	\$ 950
CULTURE & RECREATION		\$ 420,923	\$ 725	\$ -	\$ -	\$ -	\$ 421,648
COMMUNITY REDEVELOPMENT DISTRICT (CRA)		\$ 74,804	\$ -	\$ -	\$ -	\$ -	\$ 74,804
DEBT SERVICE		\$ 121,630	\$ -	\$ 940,972	\$ -	\$ -	\$ 1,062,602
TRANSFERS OUT:							
CRA ADMIN FEES TO GENERAL FUND		\$ 19,297	\$ -	\$ -	\$ -	\$ -	\$ 19,297
WATER-SEWER REVENUE TO GENERAL FUND		\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ 350,000
INDUSTRIAL PARK TO GENERAL FUND		\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000
SPECIAL PROJECTS:							
DEVELOPMENT SERVICES		\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ 13,000
CITY CLERK-FINANCE ADMINISTRATION		\$ 277,538	\$ -	\$ -	\$ -	\$ -	\$ 277,538
LEGISLATIVE		\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 2,000
PUBLIC WORKS		\$ 134,007	\$ -	\$ -	\$ -	\$ -	\$ 134,007
PARKS & RECREATION		\$ 31,500	\$ -	\$ -	\$ -	\$ -	\$ 31,500
CRA- CDBG		\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ 700,000
CRA DISTRICT		\$ 192,500	\$ -	\$ -	\$ -	\$ -	\$ 192,500
LAW ENFORCEMENT (POLICE) IMPACT FEE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PARKS & RECREATION IMPACT FEE		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GREENWOOD CEMETERY MAUSOLEUM REPAIR		\$ -	\$ 6,940	\$ -	\$ -	\$ -	\$ 6,940
PHYSICAL ENVIRONMENT		\$ -	\$ -	\$ 247,538	\$ -	\$ -	\$ 247,538
WATER AND WASTEWATER CONNECTION AND TIE FEE		\$ -	\$ -	\$ 340,000	\$ -	\$ -	\$ 340,000
TOTAL EXPENDITURES		\$ 5,995,316	\$ 7,665	\$ 4,832,193	\$ 10,950	\$ -	\$ 10,846,124
FUND BALANCE/RESERVE/NET ASSETS-GENERAL FUND OPERATIONS		\$ 374,509	\$ -	\$ -	\$ -	\$ -	\$ 374,509
FUND BALANCE/RESERVE/NET ASSETS-POLICE IMPACT FEES		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
FUND BALANCE/RESERVE/NET ASSETS- PARKS & REC. IMPACT FEES		\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
FUND BALANCE/RESERVE/NET ASSETS-CRA TAX DISTRICT		\$ 7,417	\$ -	\$ -	\$ -	\$ -	\$ 7,417
FUND BALANCE/RESERVE/NET ASSETS- WATER TIE FEES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCE/RESERVE/NET ASSETS-WASTEWATER TIE FEES		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUND BALANCE/RESERVE/NET ASSETS-ENTERPRISE FUND OPERATIONS		\$ -	\$ -	\$ 67,980	\$ -	\$ -	\$ 67,980
FUND BALANCE/RESERVES/NET ASSETS/GREENWOOD CEMETERY		\$ -	\$ 3,825	\$ -	\$ -	\$ -	\$ 3,825
TOTAL FUND BALANCES/RESERVES, NET ASSETS		\$ 401,926	\$ 3,825	\$ 67,980	\$ -	\$ -	\$ 473,731
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		\$ 6,397,242	\$ 11,490	\$ 4,900,173	\$ 10,950	\$ -	\$ 11,319,855

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

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Wildwood Springs Community Development District

REQUESTED ACTION: Approval of the Wildwood Springs CDD and Adoption of Ordinance #2011-09

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: 9/13/2011
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

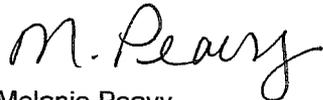
FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The applicant seeks approval of the Wildwood Springs Community Development District (CDD). The proposed District is generally located east of U.S. Highway 301, adjacent to State Road 468 and south/southwest of the Florida Turnpike, comprising 994.29 acres of land, more or less. The District is being established for the purpose of financing, planning, establishing, acquiring, constructing, reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities described and authorized by section 190.012(2)(a), (d) and (e), Florida Statutes.

The Petitioner, Wildwood Springs, LLC, filed with the City of Wildwood the Amended and Restated Petition (the "Petition") to establish the District on June 28, 2011, a copy of which is attached hereto. The Petition addresses all of the requirements relating to the District's establishment as set forth in section 190.005, Florida Statutes. A public hearing to consider the request has been scheduled for September 13, 2011 and the public has been notified accordingly. Attached is pre-filed, written testimony of expert witnesses supporting the statements in the Petition and demonstrating compliance with the statutory criteria for establishment of the District.

The proposed ordinance consists of the name of the District, the legal description of its boundaries and the initial five members of the board and the grant of special powers requested, which includes recreational powers, security powers and mosquito control powers. According to section 190.002, Florida Statutes, this is not a land use matter and no issues relating to proposed land uses are relevant to the decision. The criteria to be considered by the City Commission in making its decision on the adoption of the ordinance to establish the District is limited to the criteria set forth in section 190.005(1)(e) and 2(c), Florida Statutes.



Melanie Peavy
Development Services Director

ORDINANCE NUMBER O2011-09

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, ESTABLISHING THE WILDWOOD SPRINGS COMMUNITY DEVELOPMENT DISTRICT; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; GRANTING SPECIAL POWERS; NAMING THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 190, Florida Statutes, Wildwood Springs, LLC ("Petitioner"), has petitioned the City Commission of the City of Wildwood, Florida ("Commission"), to adopt an ordinance establishing the Wildwood Springs Community Development District ("District"), pursuant to Chapter 190, Florida Statutes (2010); and,

WHEREAS, Petitioner is a Florida limited liability company authorized to conduct business in the State of Florida; and,

WHEREAS, pursuant to Chapter 190, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition for establishment ("Petition") at a duly noticed public hearing conducted by the Commission; and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the local government comprehensive plan; that the land within the District is of sufficient size, is sufficiently compact, and sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the

area served by the District; that the services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities and that the area to be served by the District is amenable to separate special-district governance; and,

WHEREAS, establishment of the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area described in the Petition.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida, as follows:

SECTION 1. RECITALS. That the recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. AUTHORITY. This Ordinance is adopted in compliance with, and pursuant to, the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (2010).

SECTION 3. DISTRICT NAME. There is hereby established a community development district situated entirely within the City of Wildwood, Florida, which shall be known as the "Wildwood Springs Community Development District."

SECTION 4. EXTERNAL BOUNDARIES OF THE DISTRICT. Encompassing approximately 994.29 acres, the external boundaries of the District are described in Exhibit A attached hereto.

SECTION 5. POWERS AND FUNCTIONS. The powers and functions of the District are described in Chapter 190, Florida Statutes. Consent is hereby given to the District's Board of Supervisors to plan, establish, acquire, construct or reconstruct, enlarge

or extend, equip, operate, and maintain systems and facilities described and authorized by section 190.012(2)(a), (d) and (e), Florida Statutes, as long as they do not conflict with systems and facilities provided by the City of Wildwood.

SECTION 6. BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are as follows: Jeff Reader, Reggie Caruthers, Drew Locher, Dean Barberree and Neil Frazee.

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

SECTION 7. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance, or any particular application thereof, is held to be invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this ____ day of _____, 2011, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form and Legal Sufficiency:

Jerri A. Blair, City Attorney

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION

The East 1/2 of the East 1/2 and the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of the Northeast 1/4 and the South 1/2 of the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the South 1/2 of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 and the North 1/2 of the Southeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 all in Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The South 325 yards of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northwest 1/4, LESS the Northeast 1/4 of the Northeast of the Northwest 1/4; and the North 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4, LESS 5 acres in the Northwest corner and LESS Begin at the Northwest corner of the Northwest 1/4 of the Northeast 1/4, run South 466 feet 8 inches for point of beginning, thence run South 210 feet, thence East 210 feet, thence North 210 feet, thence West 210 feet to the point of beginning; all in Section 32, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Southwest 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 and the South 1/2 of the Southeast 1/4 of the Northwest 1/4, all in Section 33, Township 19 South, Range 23 East, Sumter County, Florida.

LESS Road Right-of-Ways lying within the above described parcels.

And LESS those parcels described in Deed to Sumter County, Florida recorded in O.R. Book 950, Page 54, Public Records of Sumter County, Florida.

TOGETHER WITH

The North 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 23 East, Sumter County, Florida.

Less any portion thereof claimed by Sumter County, Florida, for the maintenance of County Road 505.

TOGETHER WITH

The Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida, Less the North 278.68 feet of the West 163.00 feet of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida; Less the right of way for County Road No. 468 across the North side thereof.

TOGETHER WITH

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 19 South, Range 23 East, Sumter County, Florida; Less right of way for Highway 468.

AND

From the South Quarter corner of Section 30, Township 19 South, Range 23 East, Sumter County, Florida, run North 00 degrees 07 minutes 02 seconds West along the East line of the Southwest Quarter of said Section 30, a distance of 34.05 feet to the North right-of-way of Highway 468 and the

Point of Beginning; thence South 89 degrees 54 minutes 25 seconds West 942.29 feet to the intersection of the North right-of-way of Highway 468 and the Southeasterly right-of-way of Highway 301; thence by the Southeasterly right-of-way of Highway 301, along a curve to the left having a radius of 1486.18 feet, 1022.51 feet to a point; thence run North 89 degrees 58 minutes 05 seconds East 162.41 feet; thence run South 00 degrees 07 minutes 02 seconds West 630.01 feet to the Point of Beginning.

LESS that portion conveyed to the State of Florida Department of Transportation by Deed recorded June 25, 1990 in Official Records Book 401, Page 26, described as follows:

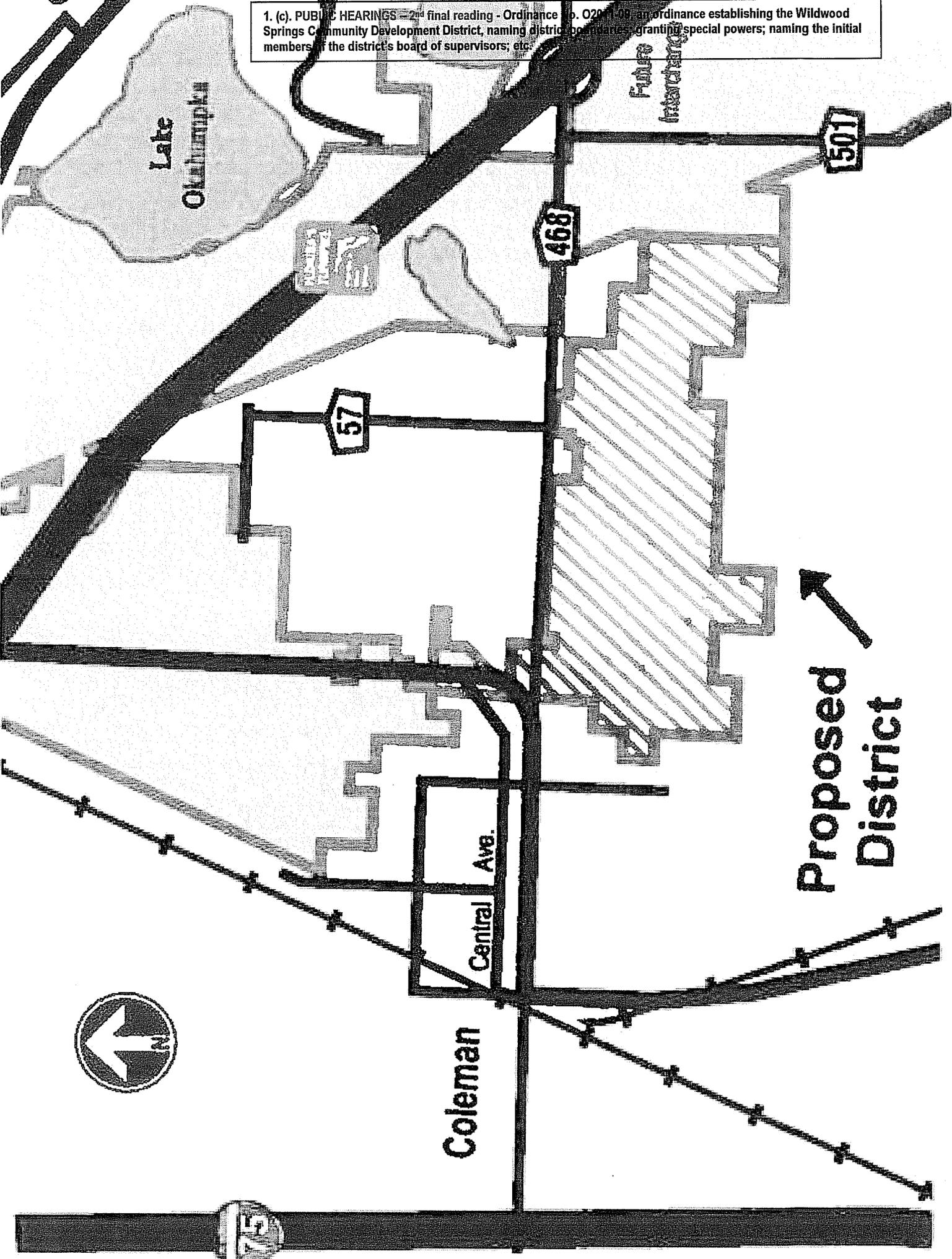
Commence at the Southeast corner of the Southwest Quarter of Section 30, Township 19 South, Range 23 East, Sumter County, Florida; run North 0 degrees 02 minutes 01 seconds West along the East line of said Southwest Quarter a distance of 33.65 feet to the Northerly existing right-of-way line of County Road 468; thence North 89 degrees 59 minutes 20 seconds West along said Northerly right-of-way line 942.26 feet to the intersection of said Northerly right-of-way line and the Southeasterly existing right-of-way line of State Road 35 (U.S. 301) for the Point of Beginning, said point being the beginning of a curve along State Road 35 concave Northwesterly and having a radius of 1482.70 feet and a chord bearing of North 69 degrees 34 minutes 18 seconds East; thence run Northeasterly along the arc of said curve through a central angle of 02 degrees 25 minutes 58 seconds a distance of 62.96 feet for the end of said curve; thence, departing the Southeasterly existing right-of-way line of State Road 35, South 01 degrees 26 minutes 29 seconds West 21.99 feet to the Northerly existing right-of-way line of County Road 468; thence North 89 degrees 59 minutes 20 seconds West along said Northerly right-of-way line 58.44 feet to the Point of Beginning.

LESS

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 and the West 1/2 of the Northeast 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

Altogether Containing 994.29 acres more or less

1. (c). PUBLIC HEARINGS - 2nd final reading - Ordinance No. 0201109, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.



Proposed District →

**AMENDED AND RESTATED
PETITION TO ESTABLISH
THE WILDWOOD SPRINGS
COMMUNITY
DEVELOPMENT DISTRICT**

Submitted By:

Cheryl G. Stuart
Florida Bar No. 622699
Jennifer L. Kilinski
Florida Bar No. 69367
119 S. Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
(850) 222-7500
Attorneys for Petitioner

**BEFORE THE CITY COMMISSION OF
THE CITY OF WILDWOOD, FLORIDA**

**AMENDED AND RESTATED PETITION TO ESTABLISH A COMMUNITY
DEVELOPMENT DISTRICT**

Petitioner, Wildwood Springs, LLC (hereafter "Petitioner"), hereby amends and restates its petition to the City Commission of the City of Wildwood, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a community development district (hereafter "District") with respect to the land described herein. In support of this amended and restated petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the municipal limits of the City of Wildwood, Florida, and covers approximately 994.29 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is located east of U.S. Highway 301, adjacent to State Road 468 and south/southwest of the Florida Turnpike. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is one (1) parcel within the exterior boundaries of the proposed District that is to be excluded from the District. The parcel is entirely comprised of wetlands. The owner of this parcel is Wildwood Springs, LLC, 5850 T.G. Lee Boulevard, Suite 200, Orlando, Florida 32822. A metes and bounds description of the excluded parcel is attached as **Exhibit 3**. There are no anticipated adverse impacts on the excluded parcel as a result of the establishment of the proposed District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the landowners of one hundred percent (100%) of the real property located within the District, in accordance with Section 190.005, Florida Statutes. Documentation of this consent is contained in **Exhibit 4**.

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Jeff Reader
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Name: Reggie Caruthers
Address: 11262 U.S. Highway 301
Oxford, Florida 34484

Name: Drew Locher
Address: 873 Spring Park Loop
Celebration, Florida 34747

Name: Dean Barberree
Address: 5850 T.G. Lee Boulevard, Suite 200
Orlando, Florida 32822

Name: Neil Frazee
Address: 371 East Reading Way
Winter Park, Florida 32789

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is the Wildwood Springs Community Development District.

6. Existing Land Uses and Proposed Zoning. **Composite Exhibit 5** shows the existing land uses and proposed zoning of the lands within and surrounding the proposed District.

7. Existing Drainage Patterns and Major Water and Wastewater Facilities. **Exhibit 6** shows the flood basins and pre-development drainage patterns of the lands within and surrounding the project boundaries. **Composite Exhibit 7** shows the existing off-site water distribution facilities and existing and proposed off-site sanitary sewer facilities around the proposed District.

8. District Facilities and Services. **Exhibit 8** describes the type of facilities Petitioner presently expects the District to finance, construct, acquire and/or install, as well as the anticipated entity responsible for ownership and maintenance. These facilities will serve the residential and commercial development within the District. The estimated costs of constructing the infrastructure serving land within the proposed District are identified in **Exhibit 9**. At present, these improvements are estimated to be made, acquired, constructed, and/or installed in up to three (3) phases commencing in 2014, with anticipated completion in 2028. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 10** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in Florida. **Exhibit 11** identifies the authorized agent for the Petitioner. Copies of all correspondence and official notices should be sent to:

Cheryl G. Stuart
Jennifer L. Kilinski
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, FL 32301

11. This petition to establish the Wildwood Springs Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with any applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

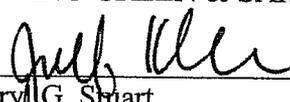
e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Wildwood, Florida, to:

- a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;
- b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;
- c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars; and (3) control and elimination of mosquitoes and other arthropods of public health importance, all as authorized and described by Section 190.012(2), Florida Statutes; and
- d. grant such other relief as may be necessary or appropriate.

RESPECTFULLY SUBMITTED, this 28 day of June, 2011.

HOPPING GREEN & SAMS, P.A.

By: 

Cheryl G. Stuart

Florida Bar No. 0622699

Jennifer L. Kilinski

Florida Bar No. 0069367

119 South Monroe Street, Suite 300

Tallahassee, Florida 32301

(850) 222-7500

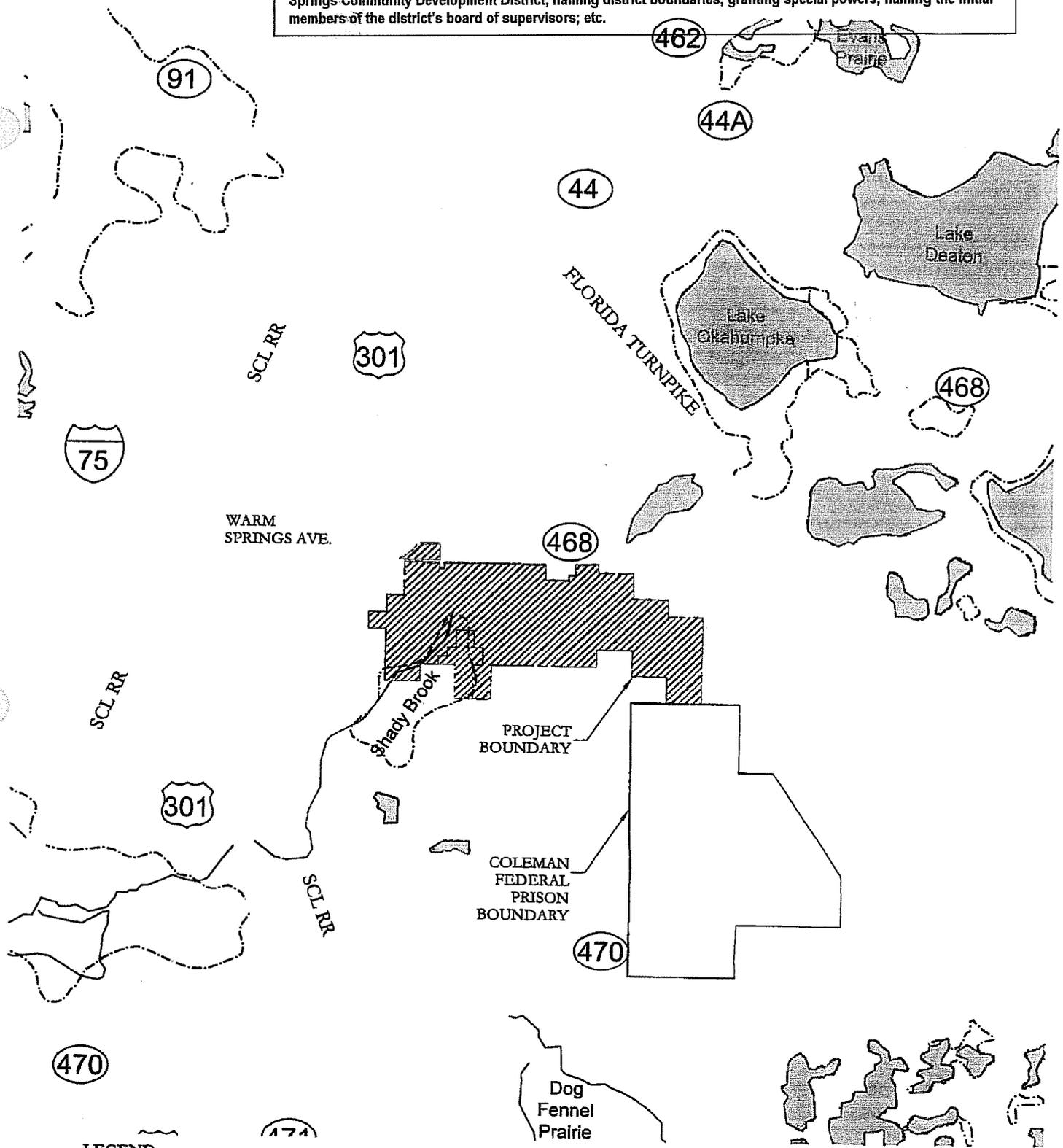
Attorney for Petitioner

List of Exhibits

<u>Exhibit Number</u>	<u>Description</u>
1	Map showing general location of project.
2	Metes and bounds description of external boundaries of the District.
3	Metes and bounds description of excluded parcel.
4	Consent of landowners.
5a - 5b	Maps depicting existing land uses within and surrounding District.
6	Topographical map depicting the pre-development drainage patterns and flood basins within the District.
7a	Map depicting existing water distribution systems within the District.
7b	Map depicting existing and proposed sanitary sewer facilities within and surrounding the District.
8	List of facilities the District will provide, identifying the anticipated owner and entity responsible for maintenance.
9	The estimated costs and estimated timetable for constructing the District improvements.
10	Statement of Estimated Regulatory Costs (SERC).
11	Authorization of Agent.

1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

1. (c). PUBLIC HEARINGS - 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.



LEGEND

----- PROJECT BOUNDARY

----- CDD BOUNDARY

VICINITY MAP
CROSLAND, INC.
WILDWOOD SPRINGS CDD

MSCW | 4750 New Broad Street, Orlando, FL 32814 | Tel: 407.422.3330 | Fax: 407.422.3329 | www.msccwinc.com



MSCW FILE NAME: 070211 fig_vicinity
 MSCW FILE PATH: G:\John\07\070211\Cadd\DWG\CVL\FIG1.dwg
 MSCW JOB #: 070211 DATE: JULY 2011



1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

LEGAL DESCRIPTION

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AND

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AND

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AND

The South 325 yards of the Northeast 1/4 of the Northeast 1/4 and the North 1/2 of the Northeast 1/4 of the Southeast 1/4 and the Northwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northeast 1/4 and the Northwest 1/4, LESS the Northeast 1/4 of the Northeast of the Northwest 1/4; and the North 1/2 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4, LESS 5 acres in the Northwest corner and LESS Begin at the Northwest corner of the Northwest 1/4 of the Northeast 1/4, run South 466 feet 8 inches for point of beginning, thence run South 210 feet, thence East 210 feet, thence North 210 feet, thence West 210 feet to the point of beginning; all in Section 32, Township 19 South, Range 23 East, Sumter County, Florida.

AND

The Southwest 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Southwest 1/4 and the South 1/2 of the Southeast 1/4 of the Northwest 1/4, all in Section 33, Township 19 South, Range 23 East, Sumter County, Florida.

LESS Road Right-of-Ways lying within the above described parcels.

And LESS those parcels described in Deed to Sumter County, Florida recorded in O.R. Book 950, Page 54, Public Records of Sumter County, Florida.

TOGETHER WITH

The North 330 feet of the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 19 South, Range 23 East, Sumter County, Florida.

Less any portion thereof claimed by Sumter County, Florida, for the maintenance of County Road 505.

TOGETHER WITH

The Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida, Less the North 278.68 feet of the West 163.00 feet of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida; Less the right of way for County Road No. 468 across the North side thereof.

TOGETHER WITH

The Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 30, Township 19 South, Range 23 East, Sumter County, Florida; Less right of way for Highway 468.

AND

From the South Quarter corner of Section 30, Township 19 South, Range 23 East, Sumter County, Florida, run North 00 degrees 07 minutes 02 seconds West along the East line of the Southwest Quarter of said Section 30, a distance of 34.05 feet to the North right-of-way of Highway 468 and the

Point of Beginning; thence South 89 degrees 54 minutes 25 seconds West 942.29 feet to the intersection of the North right-of-way of Highway 468 and the Southeasterly right-of-way of Highway 301; thence by the Southeasterly right-of-way of Highway 301, along a curve to the left having a radius of 1486.18 feet, 1022.51 feet to a point; thence run North 89 degrees 58 minutes 05 seconds East 162.41 feet; thence run South 00 degrees 07 minutes 02 seconds West 630.01 feet to the Point of Beginning.

LESS that portion conveyed to the State of Florida Department of Transportation by Deed recorded June 25, 1990 in Official Records Book 401, Page 26, described as follows:

Commence at the Southeast corner of the Southwest Quarter of Section 30, Township 19 South, Range 23 East, Sumter County, Florida; run North 0 degrees 02 minutes 01 seconds West along the East line of said Southwest Quarter a distance of 33.65 feet to the Northerly existing right-of-way line of County Road 468; thence North 89 degrees 59 minutes 20 seconds West along said Northerly right-of-way line 942.26 feet to the intersection of said Northerly right-of-way line and the Southeasterly existing right-of-way line of State Road 35 (U.S. 301) for the Point of Beginning, said point being the beginning of a curve along State Road 35 concave Northwesterly and having a radius of 1482.70 feet and a chord bearing of North 69 degrees 34 minutes 18 seconds East; thence run Northeasterly along the arc of said curve through a central angle of 02 degrees 25 minutes 58 seconds a distance of 62.96 feet for the end of said curve; thence, departing the Southeasterly existing right-of-way line of State Road 35, South 01 degrees 26 minutes 29 seconds West 21.99 feet to the Northerly existing right-of-way line of County Road 468; thence North 89 degrees 59 minutes 20 seconds West along said Northerly right-of-way line 58.44 feet to the Point of Beginning.

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Altogether Containing 994.29 acres more or less

1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

LEGAL DESCRIPTION

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 and the West 1/2 of the Northeast 1/4 of the Southeast 1/4 and the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 31, Township 19 South, Range 23 East, Sumter County, Florida.

Containing 53.22 acres more or less

(See shaded area in southwest portion of Exhibit 2).

1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

EXHIBIT 04
CONSENT AND JOINDER OF LANDOWNERS
FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned understands and acknowledges that Petitioner submitted a petition to establish a community development district in accordance with the provisions of Chapter 190 of the Florida Statutes.

As an owner of lands that are intended to constitute the Wildwood Springs Community Development District ("District"), the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, Florida Statutes, Petitioner is required to include the written consent to the establishment of the District of one hundred percent (100%) of the owners of the lands to be included within the District. A description of the lands owned by the undersigned and intended to be included in the District is more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

The undersigned hereby consents to the establishment of a community development district that will include the Property within the lands to be a part of the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the District.

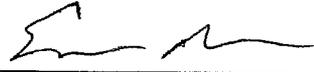
The undersigned acknowledges that the consent will remain in full force and effect until the District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to establishment of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this 24 day of June, 2011.

Witnessed: 

Print Name: PETER LINDEBAUM



Print Name: EDWIN ROSENTHAL

Wildwood Springs, LLC
a Florida limited liability company

By: ALF Bigham Farms, LP,
a Delaware Limited Partnership

By: ALF - Bigham Farms GP, LLC its General
Partner
a Delaware limited liability company

By: 
Its: Senior Vice President

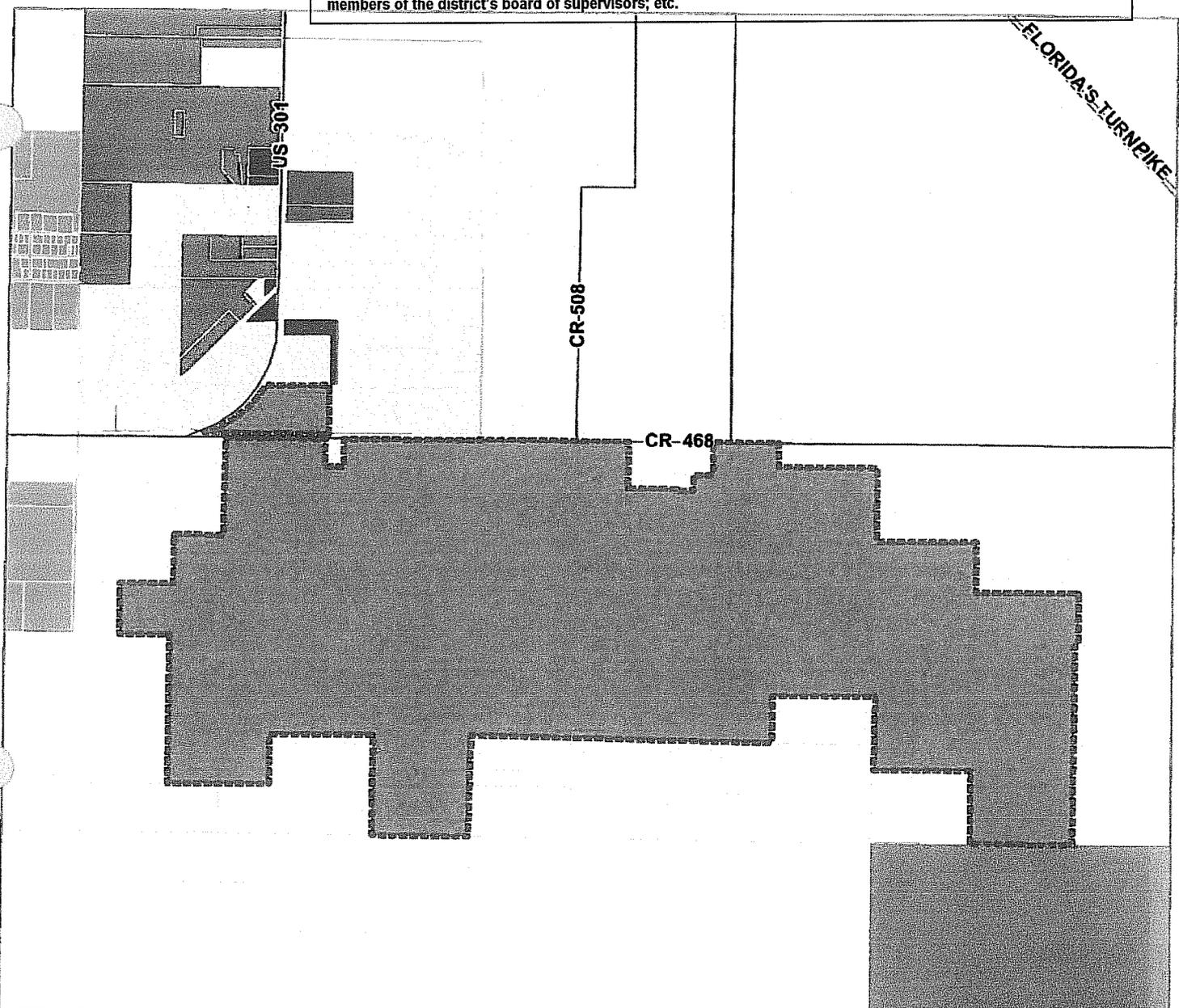
1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

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FLORIDA'S TURNPIKE



Legend

- | | |
|--------------------------------------|---|
| Project Boundary | Existing Sumter County FLU |
| Current Future Land Use | Rural Residential: one unit per acre |
| Wildwood Spings DRI | Industrial |
| City Of Wildwood Existing FLU | Commercial |
| LDR -- Low Density Residential | Municipalities |
| I -- Industrial | Low Density Residential: Two units per acre |
| | Agricultural: one unit per ten acres |
| | Public, Institutional, Educational |



1 inch = 2,000 feet

Wildwood Springs
Current Future Land Use Map
 Wildwood, Florida

Project No.: 1309/3
 File Name:
 1309-3 Prop FLU 8x11.mxd
 Project Name: Wildwood Springs
 Project Manager: J. McHugh
 Creation Date: March 6, 2007
 Revision Date: N/A
 Created By: D. Ludwig

LPO Urban & Regional Planners, Inc.
 162 Camp Street, Alamo, Florida 32715
 Office: 351-385-7744 Fax: 351-351-4274

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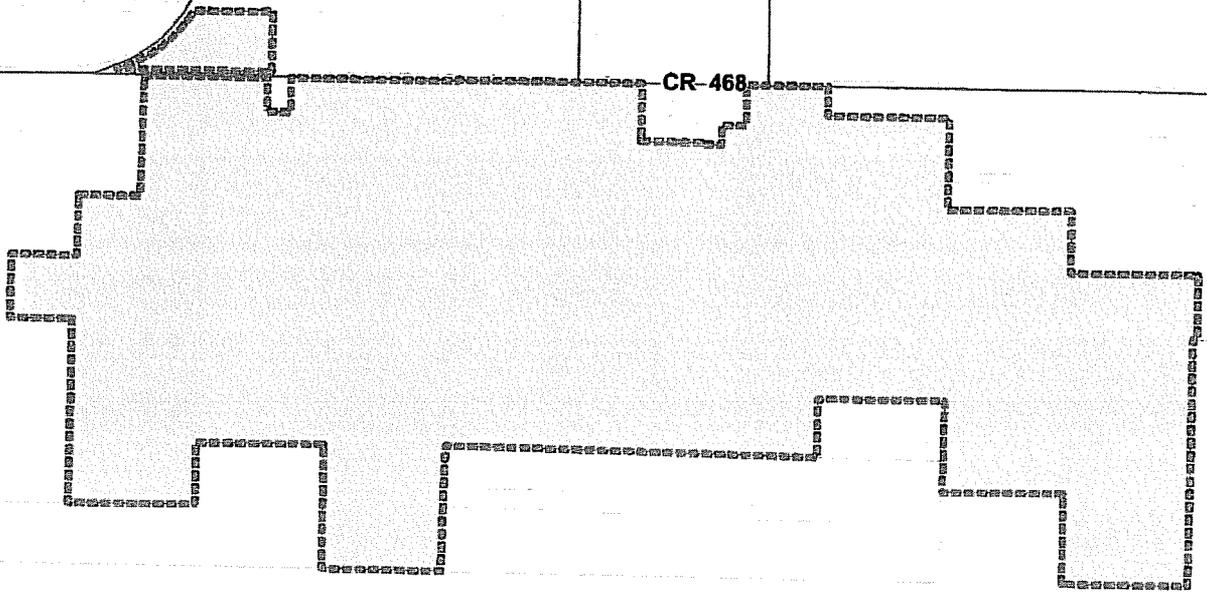
FLORIDA'S TURNPIKE

US-301

CR-508

CR-468

CR-213



Legend

 Project Boundary

Proposed Zoning

 PUD --Planned Unit Development

Wildwood Springs

Proposed Zoning
Wildwood, Florida

Project No.: 13093
 File Name:
 1309-3 Prop_Zoning_Bx14.mxd
 Project Name: Wildwood Springs
 Project Manager: J. McHugh
 Creation Date: March 6, 2007
 Revision Date: N/A
 Created By: D. Ludwig

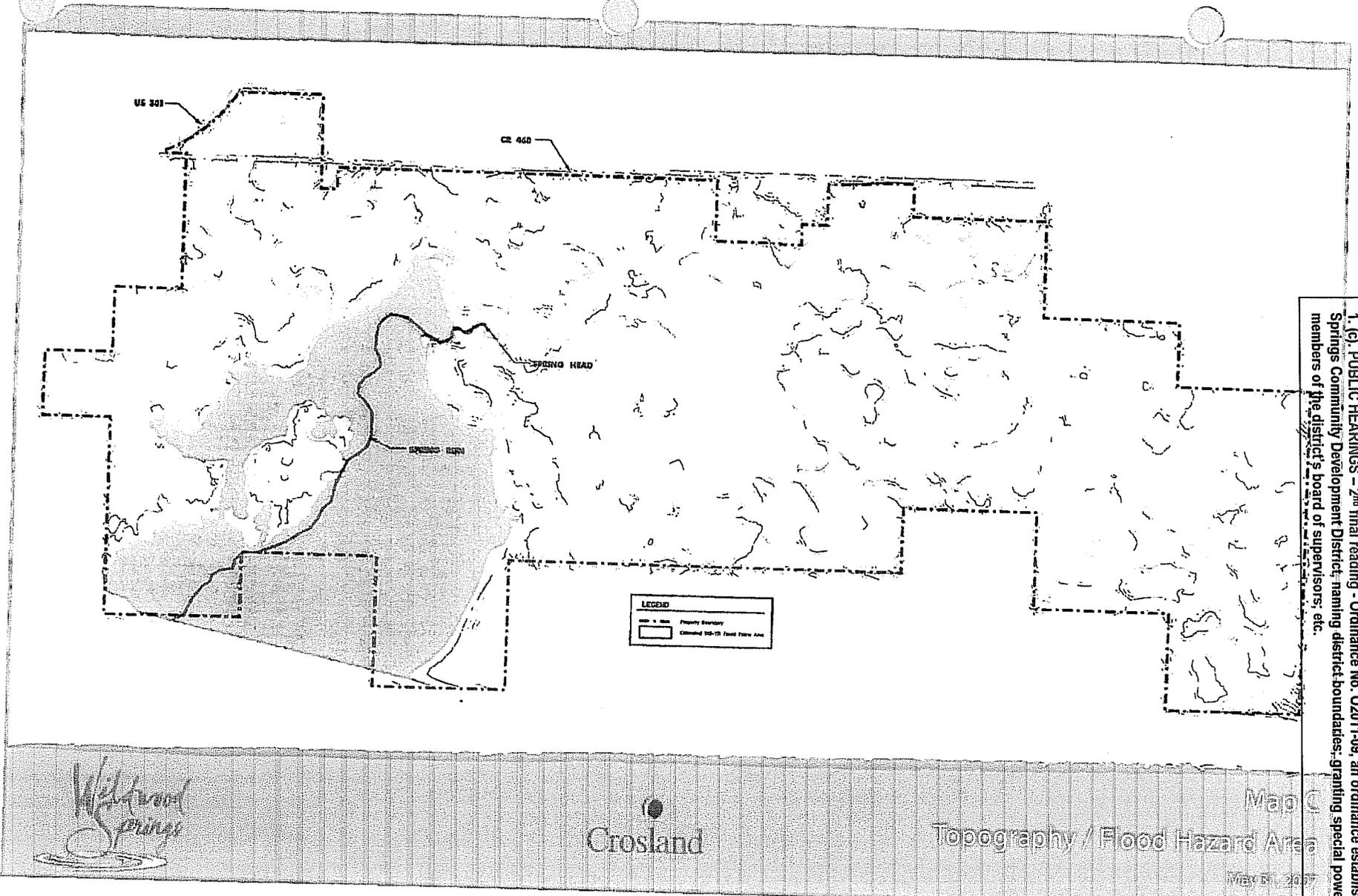


**LPO Urban &
Regional Planners, Inc.**
 1147 Cayo Josefine Street, Ocala, Florida 32771
 Phone: (352) 235-1940 Fax: (352) 233-4272



1 inch = 2,000 feet

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Crosland

Map C
Topography / Flood Hazard Area

MAY 2007

1. (c) PUBLIC HEARINGS - 2nd final reading - Ordinance No. 02011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

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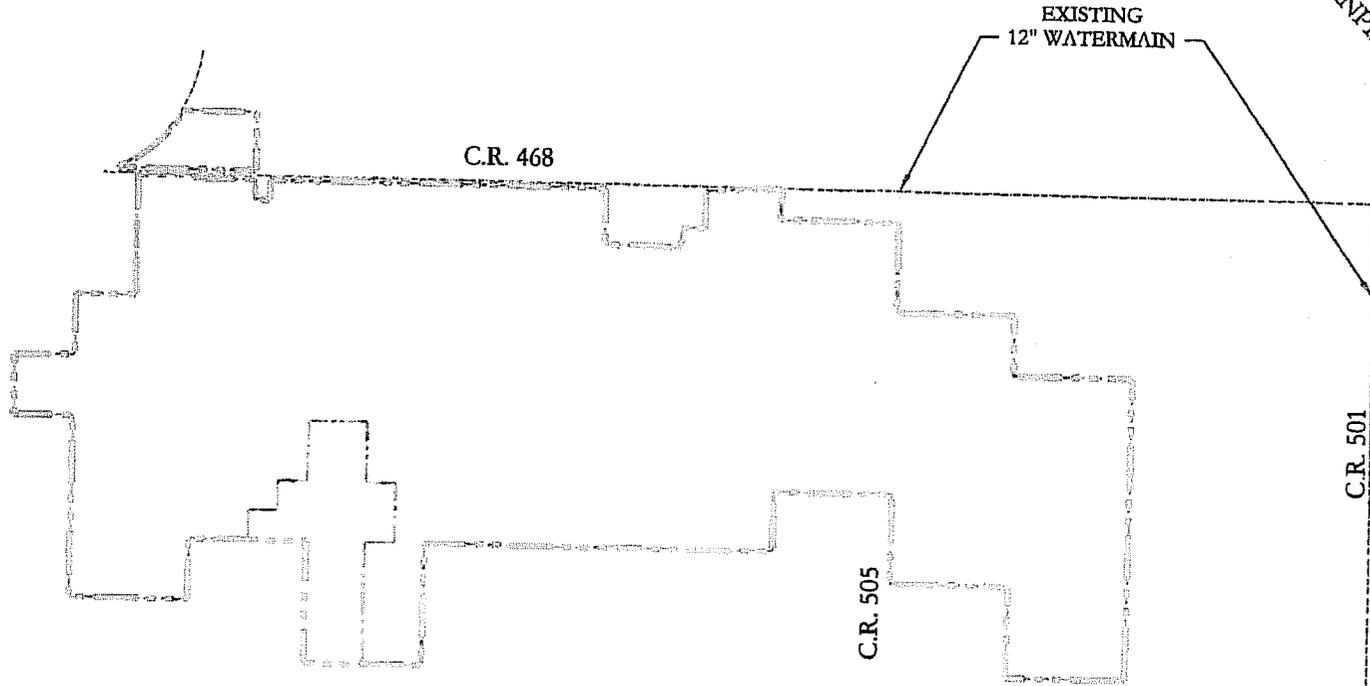
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106 SU

FLORIDA TURNPIKE



LEGEND

- PROJECT BOUNDARY
- CDD BOUNDARY
- EXISTING WATERMAIN

WATER DISTRIBUTION PLAN

CROSLAND, INC.

WILDWOOD SPRINGS CDD

MSCW | 4750 New Broad Street, Orlando, FL 32814 | Tel: 407.422.3330 | Fax: 407.422.3329 | www.mscwine.com

WITH THE INFORMATION PROVIDED ON THIS DOCUMENT SHOULD BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE BASED ON UPDATES, DETAILED SURVEY, ENVIRONMENTAL AND RECORD BUILDING PROJECTS AND MATERIALS.



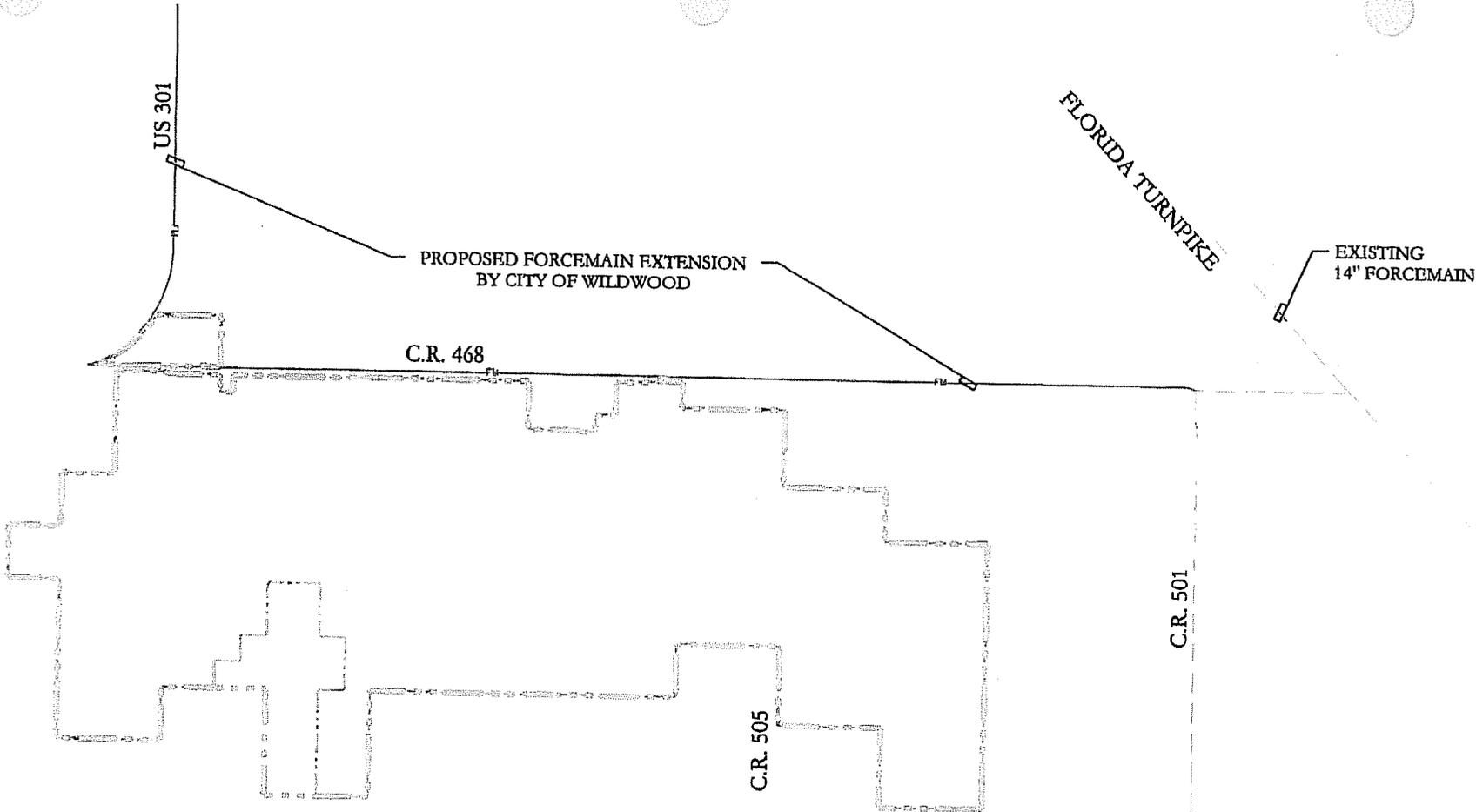
MSCW FILE NAME: 070211-fig-wdp.dwg
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 MSCW JOB #: 070211 DATE: JULY 27, 2011



1. (c). PUBLIC HEARINGS - 2nd final reading - Ordinance No. OZ011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

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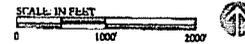


LEGEND

- PROJECT BOUNDARY
- CDD BOUNDARY
- EXISTING FORCEMAIN
- PROPOSED OFFSITE FORCEMAIN

SANITARY SEWER DISTRIBUTION PLAN
CROSLAND, INC.
WILDWOOD SPRINGS CDD

MSCW | 4750 New Broad Street | Orlando, FL 32814 | Tel: 407.422.3330 | Fax: 407.422.3329 | www.mscwinc.com



MSCW FILE NAME: 070211-06-10d.pdw
 MSCW FILE PATH: G:\proj\070211\CADD\DWG\CVL\FIG\070211.dwg
 MSCW JOB #: 070211 DATE: JULY 2008



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EXHIBIT 8

WILDWOOD SPRINGS COMMUNITY DEVELOPMENT DISTRICT PROPOSED FACILITIES AND SERVICES

<u>FACILITY</u>	<u>FUNDED & CONSTRUCTED BY</u>	<u>OWNERSHIP, O&M</u>
On-site Roadway Improvements *	CDD/Developer	City/CDD
Off-site Roadway Improvements **	CDD/Developer	County/FDOT
On-site Master Stormwater Management System	CDD/Developer	CDD
Environmental Mitigation & Water Monitoring	CDD/Developer	CDD
On-site Potable Water & Sewer Utility Improvements	CDD/Developer	City
On-site Reclaimed Water, Back-up Wells & Irrigation Improvements	CDD/Developer	CDD
Parks & Recreational Facilities	CDD/Developer	CDD
Entrances, Buffers, Roadway Landscape & Pathways	CDD/Developer	CDD

CDD = Wildwood Springs Community Development District
 City = City of Wildwood
 County = Sumter County
 FDOT = Florida Department of Transportation

* All on-site roadways are proposed to be owned and maintained by the City with the exception of alleyways

** Improvements within US301 are proposed to be owned and maintained by FDOT while improvements within CR468 are proposed to be owned and maintained by the County

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9

EXHIBIT 9
WILDWOOD SPRINGS COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED CONSTRUCTION COSTS

FACILITY	ESTIMATED COST
<p>On-site Roadway Improvements</p> <p>(Collector, local, neighborhood roads, and alleys within the District; includes base, subgrade, curb, asphalt, signage, striping, sidewalks, roadside grading and swales, sod, street lighting, etc.)</p>	\$29,463,000
<p>Off-site Roadway Improvements</p> <p>(Roadway improvements associated with CR468 re-alignment at intersection of US301 up to project entrance [including roadway and stormwater systems] & estimated proportionate share estimate for future required off-site roadway and intersection improvements)</p>	\$17,105,000
<p>On-site Master Stormwater Management System</p> <p>(Creation of stormwater ponds includes grading, outfalls, pipes, drainage structures, [including pipes and drainage structures within roadways], pond liners, sod, etc.)</p>	\$27,219,000
<p>Environmental Mitigation & Water Monitoring</p> <p>(Mitigation costs for wetland and species impacts, as well as groundwater monitoring program including installation of groundwater testing wells)</p>	\$2,385,000
<p>On-site Potable Water and Sewer Utility Improvements</p> <p>(Potable water and sanitary sewer includes pipes, fittings, valves, forcemains, lift stations, etc.)</p>	\$13,894,000
<p>On-site Reclaimed Water, Back-up Wells, & Irrigation Improvements</p> <p>(Reclaimed water, back-up irrigation wells, irrigation distribution system includes pipes, fittings, valves, etc.)</p>	\$5,665,000
<p>Off-site Utility Improvements</p> <p>(Estimated cost for Transmission Infrastructure Extension Fee [TIE] for utility extension to the project site and Water and Sewer Connection Fees to reserve Municipal Plant Capacity)</p>	\$12,727,000

Parks & Recreational Facilities **\$8,201,000**

(Active and passive community and neighborhood parks including various facilities such as clubhouse, pools, play fields, playgrounds, etc.)

Entrances, Buffers, Roadway Landscape & Bike Pathways **\$5,477,000**

(Hardscape and landscape associated with the project main entrances, roadway medians, buffers and bike paths)

Professional Engineering Design Costs & Permitting **\$3,646,000**

Amenity and Landscape Design Costs (Architecture and Landscape) **\$1,173,000**

Total Estimated Cost of Improvements **\$126,955,000**

Notes:

Above estimates are in 2011 dollars and include a 15% contingency

1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.



**STATEMENT OF ESTIMATED
REGULATORY COSTS
ACCOMPANYING THE
PETITION TO ESTABLISH
THE WILDWOOD SPRINGS
COMMUNITY DEVELOPMENT
DISTRICT**

Prepared:

June 22, 2011

Prepared by:

**Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, Florida 32817**

STATEMENT OF ESTIMATED REGULATORY COSTS Wildwood Springs Community Development District

June 22, 2011

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition ("Petition") to establish the proposed Wildwood Springs Community Development District ("District"). The proposed District will include within its boundaries approximately 994.29 acres of land on which Wildwood Springs, LLC ("Petitioner") plans to develop its project ("Project").

The Project is planned as a mixed-use community including single-family residential, multi-family residential, retail, and office space. The lands within the proposed District are located exclusively within the boundaries of the City of Wildwood ("City") in Florida. The proposed District will provide public infrastructure and community services to the properties within the District, as described more fully below.

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes (governing Community Development District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and *based only on factors material to managing and financing* the service delivery function of the district, so that *any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2) of the Florida Statutes defines the elements a SERC must contain, which are outlined below:

a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section,

“transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) A description of any regulatory alternatives submitted and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Our analysis of these statutory requirements is found below.

2.0 Potential adverse impact of the approval of the rule on economic growth, job creation, private sector investment, business competitiveness, or regulatory costs

2.1 An economic analysis showing whether the rule directly or indirectly is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule

Section 120.541(2) of the Florida Statutes requires a SERC to include an economic analysis indicating whether the rule directly or indirectly is likely to have an adverse impact on economic growth, private sector job creation

or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. An understanding of the nature of the proposed rule/ordinance, which would result in the establishment of the District, reveals that there will be no adverse impact on economic growth, private sector job creation or employment, or private sector investment as a result of its approval.

The Petitioner seeks to establish the District to more efficiently and effectively provide public improvements and services to the property owners and residents located within the District. The proposed District is an independent special district. The District's powers are outlined in Chapter 190 of the Florida Statutes and are limited to the provision of public infrastructure and related services to the property owners and residents within the District.

Practically, the District, as a "special purpose" entity, does not have the legal authority or operational ability to adversely impact economic growth, job creation, or investment. The Project and its related permits and entitlements exist independently of the proposed District. The improvements and services proposed to be provided by the District will be required for successful implementation of the Project regardless of whether or not the District is established.

However, the creation of the District, an efficient mechanism for delivering infrastructure improvements and related services to communities, will likely help the Project come to fruition. A successful Project will have a positive impact on economic growth, private sector job creation, and private sector investment. This is due to the fact that a successful Project will result in more persons choosing to reside within the community, having a positive impact on economic growth, job creation, and investment in the community.

2.2 An economic analysis of whether the proposed rule is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule

Section 120.541(2) of the Florida Statutes requires a SERC to include an economic analysis of whether the proposed rule is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule. There will be no adverse impact on business competitiveness because of the formation of the proposed District. Further, the establishment of the District will have no impact on the ability of Florida businesses to compete with organizations in other states or domestic markets. If anything, the impact on business competitiveness will be positive. This is because the District must publicly bid certain of its contracts. This affords all qualified businesses within Florida the opportunity to bid on District contracts.

2.3 An economic analysis of whether the proposed rule is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of this rule

Section 120.541(2) of the Florida Statutes requires a SERC to include an economic analysis of whether the proposed rule is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of this rule. The District will finance the provision of its infrastructure, and the ongoing operations and maintenance of that infrastructure, through the levy and collection of non-ad valorem special assessments. These District assessments will likely exceed \$1 million in the aggregate within 5 years

after the implementation of this rule, as outlined in detail in Section 5.0 below.

However, the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional Project costs. Due to the relatively low cost of financing available to districts due to the tax-exempt nature of its debt, certain Project improvements can be provided more efficiently by the District than by alternative entities.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance

The proposed District will provide public infrastructure and services to the land uses planned for the Project. These land uses are outlined in Table 1, below. All of the ultimate property owners in the District will be required to comply with District rules. The properties within the District may also be encumbered with bond debt assessments securing the repayment of bonds issued by the District to pay for the installation of the District's capital improvements. Property owners may also be responsible for the operation and maintenance expenses incurred by the District to ensure that the infrastructure continues to serve the lands within the District in the future. Of course, all of the undeveloped land owned by the Petitioner and any other landowner will also be under the jurisdiction of the District and subject to the corresponding District debt obligations.

Table 1. Project Land Use Plan

<u>Land Use</u>	<u>Unit Count</u>
Single-family (Dwelling Units)	2,000
Multi-family (Dwelling Units)	1,000
Retail (Sq. Ft. Floor Area)	215,000
Office (Sq. Ft. Floor Area)	10,000

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 1,000 acres and is located entirely within the boundaries of the City. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida and various other agencies of the State. Some of these annual filing requirements are outlined in the attached Appendix. However, the additional costs to the State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from many other similar districts.

City of Wildwood

The Petition to establish the District will require the City to review the Petition and its supporting exhibits. In addition, the City will hold a public hearing to discuss the Petition and consider any public input. These activities will absorb staff time and the time of the City. However, these costs are very modest at most for the following reasons. First, the review of the Petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the Petition contains all of the information necessary for its review. Third, the City currently has the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the City routinely processes petitions for land use and zoning changes that are far more complicated than this petition to establish the District. The City has imposed a \$15,000 filing fee for the Petition that is reasonably expected to offset any costs incurred by the City.

The City will incur negligible additional annual costs if the Petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the City with its annual budget each year for review and comment, but no City action on the District's budget is required.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the Project. It has its own sources of revenue. No State or local subsidies are required or expected.

Property taxes accruing to Sumter County ("County") and the City from properties located within the District are not split with the District. Further, any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities, such as the City, providing services to the lands within the District. It is also important

to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any unit of local government. By State law debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance

The District plans to provide various community facilities and services to serve the properties within the District. These facilities and services, and the estimated costs associated with the provision of each, are outlined below in Table 2 below.

Table 2. Summary of Estimated Construction Costs for District Public Infrastructure Improvements*

<u>Description</u>	<u>Cost</u>
On-Site Roadway	\$29,463,000
Off-Site Roadway	\$17,105,000
On-Site Stormwater Management	\$27,219,000
Environmental Mitigation & Water Monitoring	\$2,385,000
On-Site Water & Sewer Utilities	\$13,894,000
On-Site Reclaimed Water & Irrigation	\$5,665,000
Off-Site Water & Sewer Utilities	\$12,727,000
Parks & Recreation Facilities	\$8,201,000
Entry Features, Landscaping, Pathways	\$5,477,000
Engineering Design & Permitting	\$3,646,000
Amenity & Landscape Design	<u>\$1,173,000</u>
Total Costs	<u>\$126,955,000</u>

*Estimates are in 2011 dollars and include a 15% contingency.

It is important to note that the various costs outlined in Table 2 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing estimates for the infrastructure. These costs are not in addition to normal development costs.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the District's bond debt. An estimate of the total bond sizing(s) required to fund all of the costs outlined in Table 2 is found in Table 3 below.

Table 3. Estimate of Bond Sizing Required to the District's Proposed Public Infrastructure Improvements

<u>Par Component</u>	<u>Fund Amount</u>
Construction Fund	\$126,955,000
Debt Service Reserve	\$12,926,504
Capitalized Interest	\$25,853,007
Underwriter's Discount	\$3,392,600
Costs of Issuance	\$500,000
Contingency	<u>\$2,889</u>
Total Bond Principal	\$169,630,000
Interest Rate:	7.5%
Estimated Capitalized Interest (Months):	24
Term (Years):	30

It should be noted that the District may not fund all of its planned public infrastructure improvements via the issuance of long-term bonds as shown in Table 3. The District may use a combination of long-term bonds, short-term bonds, and/or contributions of funds or infrastructure components by

property owners within the District to complete its infrastructure program. However, long-term bonds are the most common form of infrastructure financing mechanism used by community development districts and so an estimate of the amount of long-term bonds required to fund the District's infrastructure is presented in Table 3. This estimated bond sizing contains an allowance for two years of capitalized interest. However, the District will have the discretion of shortening this period of capitalized interest or extending it up to a total of thirty-six months based on financial and other considerations. Thus, the bond sizing provided above represents an estimate and is not intended to represent a maximum amount of bond debt that may ever be issued by the District.

In addition to the levy of non-ad valorem assessments for annual bond debt service funding the estimated bond sizing outlined in Table 3, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. District-imposed assessments for operations and maintenance costs are often similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are quite efficient, as buyers and renters evaluate all of the costs and benefits associated with various housing alternatives. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive, the non-ad valorem assessments imposed by the District must be in line with the competition. Furthermore, the decision by new property owners to locate within the District is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs as a tradeoff for the benefits provided by the District.

The District is merely an alternative means to finance and maintain necessary community facilities and services. As mentioned above, District financing is no more expensive, and often less expensive, than the alternatives of a dependent special district, a neighborhood association, City provision (directly or via a dependent special district), or through developer-bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The District is located within a city with a population of less than 10,000 and within a county with a population of less than 75,000 (as of the date of the last official census). However, any impact on the City or Sumter County due to the creation of the District will be negligible. The City and County will not have to provide funding for the improvements that the District is expected to finance. Further, the District is an independent special district and so its bond financing activities have no direct impact on either the City or County's credit rating or millage cap. Finally, the District will not utilize City or County resources to function after its creation.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the City (or perhaps the County) could finance the public infrastructure improvements, either directly or through the use of a City/County-controlled special taxing or assessment district. However, the City/County undertaking the implementation of the improvements would naturally have an impact on the finances of the City/County. Unlike the District, this alternative would require the City/County to continue to administer the

project and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District. Additionally, the financing of the project through the issuance of debt by a City or County-created district could have an impact on the City or County's credit rating.

Another alternative to the District would be for the developer to provide the infrastructure and to use a property owners association ("POA") for operations and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments in the same manner as ad valorem property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government and so must operate pursuant to Florida's Government-in-the-Sunshine laws and other regulations applicable to public entities.

A District also is preferable to these alternatives from a government accountability perspective. With a District as proposed, property owners within the District would have a focused unit of government under their direct control. The District can then be more responsive to property owner needs without disrupting other City responsibilities.

Fishkind & Associates certifies that this SERC meets the requirements for a SERC as set out in Chapter 120.541, F.S.

We have drafted more than 100 SERCs. Below is a listing of some of the Districts for which we have prepared SERCs.

- Urban Orlando (Baldwin Park) Community Development District
- The Lake Nona "Family" of Community Development Districts
- Palazzo Del Lago Community Development District
- Winter Garden Village at Fowler Groves Community Development District
- Midtown Orlando Community Development District

Statement of Estimated Regulatory Costs for the Wildwood Springs Community Development District

- New Port Tampa Bay Community Development District
- The Tradition "Family" of Community Development Districts
- The Southern Grove "Family" of Community Development Districts
- Marshall Creek Community Development District
- Cedar Hammock Community Development District
- Meditera Community Development District
- Brooks Community Development District
- Lakeside Landings Community Development District
- Highlands Community Development District

APPENDIX

LIST OF DISTRICT REPORTING REQUIREMENTS

REPORT	FLORIDA STATUTE SECTION	DATE
Annual Financial Audit	218.39	12 months after end of fiscal year
Annual Financial Report (AFR)	218.32	Within 45 days after completion of audit
Financial Disclosure Form 1	112.3145	By July 1
Public Depositor	280.17	By November 30
Proposed Budget	190.008	By June 15
Adopted Budget	190.008	By October 1
Public Facilities Report	189.415	Initial report within 1 year of creation, updates every 5 years, annual notice of any changes
Public Meetings Schedule	189.417	Beginning of fiscal year
Notice of Bond Issuance	218.38	Within 120 days after delivery
Registered Agent	189.416	30 days after first Board Meeting
Notice of Establishment	190.0485	30 days after formation
Creation Documents	189.418	30 days after adoption
Notice of Public Finance	190.009	After financing

1. (c). PUBLIC HEARINGS – 2nd final reading - Ordinance No. O2011-09, an ordinance establishing the Wildwood Springs Community Development District, naming district boundaries; granting special powers; naming the initial members of the district's board of supervisors; etc.

EXHIBIT 11

WILDWOOD SPRINGS COMMUNITY DEVELOPMENT DISTRICT

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Perry Reader to act as agent for Wildwood Springs, LLC, with regard to any and all matters pertaining to the Petition to the City Commission of the City of Wildwood, Sumter County, Florida, to establish the Wildwood Springs Community Development District pursuant to Chapter 190, Florida Statutes. The petition is true and correct. This authorization shall remain in effect until revoked in writing.

DATE: 6-24-11

Wildwood Springs, LLC
a Florida limited liability company

By: ALF Bigham Farms, LP,
a Delaware Limited Partnership

By: ALF - Bigham Farms GP, LLC its
General Partner,
a Delaware limited liability company

By: [Signature]
Its: Senior Vice President

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared KELLEY BRASFIELD, as SENIOR VICE PRESIDENT of ALF-BIGHAM FARMS GP, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of PHILADELPHIA and State of Pennsylvania this 24 day of June, 2011.

Christine H Burk
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Christine H. Burk, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Dec. 16, 2013
Member, Pennsylvania Association of Notaries

Personally known: Yes
Produced Identification: Yes
Type of Identification: PA Driver's Lic.

ORDINANCE NO. O2011-10

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING SECTIONS 19-181; 19208; 19-212; 19-242; 19-281; and 19-283 OF THE CITY OF WILDWOOD CODE; PROVIDING FOR A DEFINITION FOR SIGNIFICANT NONCOMPLIANCE; PROVIDING FOR LOCAL LIMITS FOR METALLIC DISCHARGES; PROVIDING FOR NOTICE TO DIRECTOR OF FACILITY CHANGES THAT COULD AFFECT SLUG DISCHARGES; PROVIDING FOR INDIVIDUAL WASTEWATER PERMITS; PROVIDING FOR REPORTING REQUIREMENTS; PROVIDING FOR RECORD KEEPING; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to require as follows:

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

SECTION 1. The definition of significant noncompliance or SNC contained in Section 19-181 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-181. Definitions.

Significant noncompliance or SNC means an SIU shall be in significant noncompliance when any one or more of the following criteria are satisfied:

- (1) Chronic violations of wastewater discharge limits defined here as those in which sixty-six percent (66%) or more of all measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 2; ~~when 66 percent or more of the measurements taken during a six-month period exceed (by any magnitude) the maximum limit or average limit (if applicable) for the same pollutant parameter;~~
- (2) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 2, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH); ~~when 33 percent or more of the measurements~~

for each pollutant parameter is taken during a six-month period equal or exceed the product of the maximum limit or average limit (if applicable) multiplied by the applicable TRC:

- a. For BOD, TSS, Total Oil and Grease, TRC = 1.4 or 40 percent over the limit;
- b. for all other pollutants, TRC = 1.2 or 20 percent over the limit;

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that [the Superintendent] determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

~~(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in [the Superintendent's] exercise of its emergency authority to halt or prevent such a discharge;~~

~~(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit [or a general permit] or enforcement order for starting construction, completing construction, or attaining final compliance;~~

~~(6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports and reports on compliance with compliance schedules;~~

~~(7) Failure to accurately report noncompliance; or~~

~~(8) Any other violation(s), which may include a violation of Best Management Practices, which [the Superintendent] determines will adversely affect the operation or implementation of the local pretreatment program.~~

~~When the SIU fails to respond within ten days of receipt of a letter of violation (LOV) issued by the director;~~

~~(4) When the SIU fails to accurately report non-compliance;~~

~~(5) When the SIU reports false "information";~~

~~(6) When the SIU intentionally or negligently violates a permit condition or requirement;~~

~~(7) When the SIU refuses to permit entry to the director or a duly authorized employee for inspection, etc., as specified in this article;~~

~~(8) When any violation occurs that the director reasonably believes has~~

~~caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass through; or endangered the health of the POTW employees or the general public;~~

- ~~(9) When any discharge occurs which causes imminent endangerment to human health, welfare or to the environment or results in the POTW's use of its emergency authority to halt or prevent such a discharge;~~
- ~~(10) When violations of industrial wastewater discharge permit (IWDP) or other required compliance schedules occur such as, but not limited to, failure to start or complete construction, or failure to attain final compliance with the compliance schedule date;~~
- ~~(11) When periodic compliance reports, base-line monitoring reports or other required reports are not received by the director within 30 days after due date; or~~
- ~~(12) When any violation or group of violations occurs which, in the judgment of the director, may reasonably be expected to have a significant adverse impact on the operation or implementation of the pretreatment program, the wastewater treatment system, the quality of sludge, the system's reclaimed water quality or air emissions generated by the system, or has the potential to endanger the POTW employees.~~

SECTION 2. Section 19-208 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-208.– Restricted discharges.

The following substances, materials, waters, or waste shall be limited in discharges to municipal waste systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger life, limb, public property, or constitute a nuisance. The city manager may set limitations lower than the limitations established in the regulations listed below, if in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to acceptability, the city manager will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater process employed, capacity of wastewater treatment plant, degree of treatability of the waste in wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste of wastewater discharged to the sanitary sewer are as follows:

- 1) Any substance having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40 degrees Celsius (104 degrees Fahrenheit). Unless a higher temperature is allowed under the user's IWDP, no

user shall discharge into a sewer line or other appurtenance of the POTW, wastewater with a temperature exceeding 65.5 degrees Celsius (150 degrees Fahrenheit).

- 2) Any substance which is harmful to the wastewater collection or treatment system, or is hazardous to the wastewater system because it contains flammable or explosive liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either along or by interaction with other substances to cause fire, or explosion or be injurious in any other way to the wastewater system or to the operation of the wastewater system. At no time, shall two successive readings on an explosive hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter. Such materials may exclude, but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the city, state, or EPA has notified the user is a fire hazard, a health hazard, or a hazard to the system.
- 3) Wastewater containing more than 100 milligrams per liter of oils, fat or grease or any other combination thereof.
- 4) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- 5) All wastewater discharge exceeding local limits for metallic substances.

Local limits shall be set by resolution. The established local limits apply at the point where the wastewater is discharged to the WWF. All concentrations for metallic substances are for total metal unless indicated otherwise. At his or her discretion, the director may impose mass limitations in addition to or in place of the concentration based limitations.

A copy of the approved local limits is available upon requested at the following location: City of Wildwood Wastewater Treatment Plant.

Any wastewater discharges exceeding categorical standards or alternatively having an excess of:

Parameter	Maximum Limit in Milligrams Per Liter*
silver	4.1
arsenic	1.6
manganese	5.4
lead	8.3
nickel	3.9
zinc	2.4
copper	0.4
cadmium	1.1
total chromium	4.1
selenium	0.4
*All concentrations for metallic substances are for total metals unless otherwise indicated. In the exercise of discretion, the director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.	

- 6) Any waters or wastes containing odor-producing substances exceeding limits, which may be established by the Director.
- 7) Any radioactive or isotopes of such half-life or concentrations as may exceed limits established in compliance with applicable state or federal regulations.
- 8) Quantities of flow, concentration, or both which constitute a “slug” as defined in Section 19-181.
- 9) Waters or wastes containing substances which are not amendable to treatment or reduction by the wastewater treatment processes employed, or are amendable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- 10) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form solids which interfere with the collection system, or create a condition deleterious to structures and treatment process.
- 11) Wastewater, which does not constitute normal wastewater as, defined by this ordinance.

- 12) Any substances that include or will cause pass through or interference.

SECTION 3. Section 19-212 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

- (1) In order to provide for accurate sampling and measurement of industrial wastes, each designated discharger shall provide and maintain, on each of its industrial waste outlet sewers, a large manhole for sampling, or other devices acceptable to the city to be located outside or near its plant boundary line. If the inside of the plant fence, there shall be a gate near the sampling chamber with a key furnished to the city. There shall be ample room provided in each sampling chamber to enable convenient inspection and sampling by the city or its agent. The sampling port shall be of a design approved by the wastewater director.
- (2) Each sampling chamber shall contain a Parshall flume, accurate weir, or other approved device, with a recording and totalizing register for measurement of the liquid quantity; or the metered water supply to the industrial plant may be used as the liquid quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment can be made in the metered supply to determine the liquid quantity. The measuring, totalizing, recording devices are to be supplied, installed, and maintained by the owner. All wastewater samples must be representative of the User's discharge. Wastewater monitoring flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of the User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

SECTION 4. Section 19-242 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-242. Accidental discharge/slug control plans.

- (a) Each user shall provide protection from accidental or slug discharges of prohibited materials of other substances regulated by this article. Facilities to prevent accidental or slug discharge of prohibited materials shall be provided and maintained at the owner or user's own cost and expense.
- (b) An accidental discharge/slug control plan shall address, at a minimum, the following:
 - (1) Description of discharge practices, including nonroutine batch

- discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the director of any accidental or slug discharge, as required by section 19-283(f); and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(c) No user who commences contribution to the POTW after the effective date of this article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the city.

(d) Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article.

_____ (e) In the case of an accidental or slug discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident and provide written notification within five days fo the accidental or slug discharge. The notification include location of discharge, type of waste, concentration and volume, and corrective actions. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this division or other applicable law.

(f) The wastewater director shall evaluate each industrial user at least once every two years to determine if an accidental discharge/slug control plan is required.

(g) Significant Industrial Users are required to notify the director immediately of any changes at its facility affecting the potential for a slug discharge.

SECTION 5. Section 19-281 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-281– Wastewater discharges.

(a) It shall be unlawful for any person to discharge without a city permit to the POTW any wastewater except as authorized by the in accordance with the provisions of this article.

(b) Individual Wastewater Discharge Permit–contents.

An individual wastewater discharge permit, or a general permit, shall include such conditions as are deemed reasonably necessary by the director to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Individual wastewater discharge permits must contain:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the city in accordance with Section 5.5 of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State and local law;

e. The process for seeking a waiver from monitoring for pollutant neither present nor expected to be present in the Discharge in accordance with Section 6.4.B.;

f. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State or local law.

g. Requirements to control Slug Discharge, if determined by the city to be necessary;

h. Any grant of the monitoring waiver by the city must be included as a condition in the user's permit.

SECTION 6. Section 19-283 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-283. Reporting requirement for permittee.

a) Baseline monitoring reports.

(1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2)(d), F.A.C., whichever is later, existing industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in paragraph (2) below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the director a report which contains the information listed in paragraph (2), below. New sources shall report the method of pretreatment it intends to use to meet applicable pretreatment standards. New source also shall give estimates of the information requested in paragraph (2)(d) and (3) below.

(2) Industrial users described above shall submit the information set forth below:

- a. Identifying information. The name and address of the facility, including the name of the operator and owner.
- b. Permits. A list of any pollution control permits held by or for the facility.
- c. Description of operations. A brief description of the nature, average rate of production, and standard industrial classifications (SIC) codes of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
- d. Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 62-625.41(6) F.A.C.

e. Measurement of pollutants.

1. Except as indicated in Section B and C below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by [the Superintendent]. Where time-proportional composite sampling or grab sampling is authorized by [the City], the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides and the sulfide samples may be composited in the laboratory. Composite samples for other parameters unaffected by the composting procedures as documented in approved EPA methodologies may be authorized by [the City], as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

3. For sampling required in support of a baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 403.12 (b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data are available, [the Superintendent] may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.
4. The categorical pretreatment standards applicable to each regulated process.
5. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the director, of regulated pollutants in the discharge from each regulated

process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and all laboratory and analytical reports shall comply with Rule 62-160.670, F.A.C.

36. A minimum of four grab samples must be used for any of these applicable tests: pH, cyanide, total phenals, oil and grease, sulfide, volatile organics, temperature dissolved oxygen, chlorine residual, uni-ionized ammonia, microbiology, specific conductance, and dissolved constituents (e.g. ortho phosphate, etc.). For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The control authority shall waive flow-proportional composite sampling for any industrial user that demonstrates that flow-proportional sampling is technically infeasible. In such cases, samples shall be obtained through time-proportional composite sampling techniques or through a minimum of four grab samples where the industrial user demonstrates that this will provide a representative sample of effluent being discharged.
47. The industrial user shall take a minimum of one representative sample to compile that data necessary to comply with these requirements.
58. Samples shall be taken immediately downstream from pretreatment facilities, if such exist, or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the industrial user shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of Rule 62-625.410(6), F.A.C., in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with Rule 62-625.410(6), F.A.C., this adjusted limit, along with supporting data, shall be submitted to the control authority.
69. All activities related to sampling and analysis shall comply with Chapter 62-160, F.A.C., and shall be conducted under the requirements of Rule 62-160.300(5), F.A.C., which is Category 2A.

- i. Sampling activities and laboratory analyses shall be performed according to procedures specified in “The Department of Environmental Regulation Standard Operating Procedures for Laboratory Operations and Sample Collection Activities” (DER-AQ-001/92) September 1992, herein incorporated by reference. Alternately, an organization with the required protocols listed in their department approved comprehensive quality assurance plan may sample and analyze according to the protocols specified in that document.
 - ii. To the extent possible, analytical tests shall be performed in accordance with the techniques prescribed in chapter 62-160, F.A.C. If a test for a specific component is not available in chapter 62-160, F.A.C., the testing laboratory shall select an alternative method from those listed in DER-QA-001/92 and propose its use to the quality assurance section of the department. The department shall determine if the proposed method is appropriate and applicable for use by the laboratory in accordance with Rule 62-160.530, F.A.C.
 - iii. Where sampling or analytical techniques for the pollutant in question are not available or approved, or where the department determines that sampling and analysis shall be performed by using analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the control authority or other parties, for which method validation information has been submitted and approved by the Department in accordance with Rules 62-160.430, 62-160.520 and 62-160.530, F.A.C.
710. The industrial user may submit a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.
811. The baseline report shall indicate the time, date and place of sampling; method of analysis; and test results for each component and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

- f. ~~— A statement, reviewed by the industrial user's authorized representative, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements:~~

Certification of Permit Applications, User Reports and Initial Monitoring Waiver— The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 4.7; Users submitting baseline monitoring reports on compliance with the categorical Pretreatment Standard deadlines under Section 6.3; Users submitting periodic compliance reports required by Section 6.4 A-D, and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 6.4B(4). The following certification statement must be signed and by an Authorized Representative as defined in Section 1.4C:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- g. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-283(b).
1. Where the industrial user's categorical pretreatment standard has been modified by the combined waste stream formula in accordance with Rule 62-625.410(6), F.A.C., a removal credit in accordance with Rule 62-625.420, F.A.C., or a fundamentally different factor variance in accordance with Rule 62-625.700, F.A.C., at the time the industrial user submits the report required by this subsection, the information requested in f. and g. of this subsection shall pertain to the modified limits.
 2. If the categorical pretreatment standard is modified by the combined waste stream formula, a removal credit, or a fundamentally different factor variance after the industrial user

submits the report required by this subsection, any necessary amendment to the information requested in f. and g. of this subsection shall be submitted by the industrial user to the control authority within 60 days after the modified limit is approved.

- h. Signature and certification. All baseline monitoring reports must be signed and certified in accordance with section 19-282(b)(14).

- (b) Compliance to schedule progress reports. The following conditions shall apply to the compliance schedule required by section 19-283(a)(2)g.:
 - (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning on conducting routine operation);
 - (2) No increment referred to above shall exceed nine months;
 - (3) The user shall submit a progress report to the director no later than 14 days following each date in the schedule and the final date of compliance, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken to return the established schedule; and,
 - (4) In no event shall more than nine months elapse between such progress reports to the director.

- (c) Reports on compliance with categorical pretreatment standard deadline. Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the director a report containing the information described in section 19-283(a)(2)d. through f. For users subject to equivalent mass or concentration limits established in accordance with procedures in [Rule] 62-625.410(4) [F.A.C.], this subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 19-282(b)(14).

- (d) Periodic compliance reports.
 - (1) All significant industrial users shall, at a frequency determined by the director but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum

- daily flows for the reporting period. The city may require more detailed reporting of flows if necessary to comply with the requirements of this article. All periodic compliance reports must be signed and certified in accordance with section 19-282(b)(14).
- (2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
 - (3) If a user subject to the reporting requirements in this section monitors any pollutant more frequently than required by the director, using the procedures prescribed in section 19-283(k), the results of this monitoring shall be included in the report.
- (e) Reports of changed conditions. Each user must notify the director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.
- (1) The director may require the user submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 12-282(b).
 - (2) The director may issue a wastewater discharge permit under section 19-282 or modify an existing wastewater discharge permit under section 19-282(c) in response to changed conditions or anticipated changed conditions.
 - (3) For purposes of this requirement, significant changed include, but are not limited to, flow increases of 20 percent or greater, and the discharge of any previously unreported pollutants.
- (f) Reports of potential problems.
- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
 - (2) Within five days following such discharge, the user shall, unless waived by the director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.
 - (3) A notice shall be permanently posted on the user's bulletin board or

other permanent place advising employees whom to call in the event of a discharge described in subsection (1) above. Employers shall ensure that all employees, who may cause such a discharge to occur, are advised of the emergency notification procedure.

- (g) Reports from unpermitted users. All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the director as the director may require.
- (h) Notice of violation/repeat sampling and reporting. If sampling performed by a user indicates a violation, the user must notify the director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the violation. The user is not required to resample if the director monitors at the user's facility at least once a month, or if the director samples between the user's initial sampling and when the user receives the results of this sampling.
- (i) Notification of discharge hazardous waste.
 - (1) The industrial user shall notify the control authority and the department's hazardous waste and pretreatment authorities in writing of any discharge into the WWF of a substance, which, if otherwise disposed of, would be hazardous waste under Chapter 62-730, F.A.C. Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the WWF, the notification shall also contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following 12 months. Industrial users who commence discharging after the effective date of this article shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under subsection (e) above. The notification requirement of this section does not apply to pollutants already reported under the self-monitoring requirements of subsections (a), (c) and (d) of this section.
 - (2) Discharges are exempt from the requirements of subsection (1) above during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in chapter 62-730, F.A.C., requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do

not require additional notification.

- (3) In the case of any new department regulations identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the control authority and the department's hazardous waste and pretreatment authorities of the discharge of such substance within 90 days of the effective date of such regulations.
 - (4) In the case of any notification made under this subsection, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
 - (5) This provision does not create a right to discharge any substance not permitted to be discharged by this ordinance, a permit issued thereunder, or applicable federal or state law.
- (j) Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in Rule 62-160, F.A.C., unless otherwise specified in an applicable categorical pretreatment standard. If Rule 62-160, F.A.C. does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.
- (k) Sample collection.
- (1) Except as indicated in subsection (2), below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the director may authorize the use of time proportional sampling or a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
 - (2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (l) Timing. Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall be given.
- (m) Record keeping.
- (1) Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of such requirements, and documentation associated with Best Management Practices established under Section 2.4C. Records shall include the date,

~~exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration fo any litigation concerning the User or the city, or where the user has been specifically notified of a longer retention period by the city.. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the director.~~

(2) Except as indicated in Sections b and c below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the city. Where time-proportional composite sampling is authorized by the city, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24 hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(3) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(4) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is

required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

SECTION 7. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 8. 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 9. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this ____ day of _____, 2011, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____
Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION:

- None

(a) CITY MANAGER:

NOTES: (2.f.)

None

REPORTS: (2.f.)

(See "f" below)

(b) CITY ATTORNEY:

(1)

(c) CITY CLERK:

(1)

(d) COMMISSION MEMBERS:

(1)

(e) PUBLIC FORUM:

(1)

(f) NOTES/REPORTS/FILED ITEMS:

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

1. **FYI** – August 16, 2011 Kimley-Horn & City Staff Utilities & Projects Meeting Notes (Attachments)
2. **FYI** – Letter from e5Solutions thanking us for the use of the MP Community Center for their Entrepreneurial Institute course (Attachment)
3. **FYI** – Copy of letter to SCTDC (Sumter County Tourist Development Council) Chairman Gilpin regarding the SC Wayfinding Signs Proposal (Attachment)
4. **FYI** – Memo from Chief Reeser to City Manager Smith regarding emergency purchase/replacement of police department's server (Attachment)
5. **FYI** – Special Events Permit (TEMP 1105-01) issued to Central Florida Urology Specialists for a 5k Relay (Attachments)

CITY OF WILDWOOD
UTILITIES and PROJECTS MEETING NOTES
KIMLEY-HORN
August 16, 2011
9:00 a.m.

1. HIP 5th Street: Draft agreement is pending submission to Commission. Sidewalk along retention pond has been taken out; KHA will re-inspect.
2. Pitt and Stone drainage – CDBG:
3. Osceola drainage - CDBG:
4. CR 232 resurfacing – CDBG:

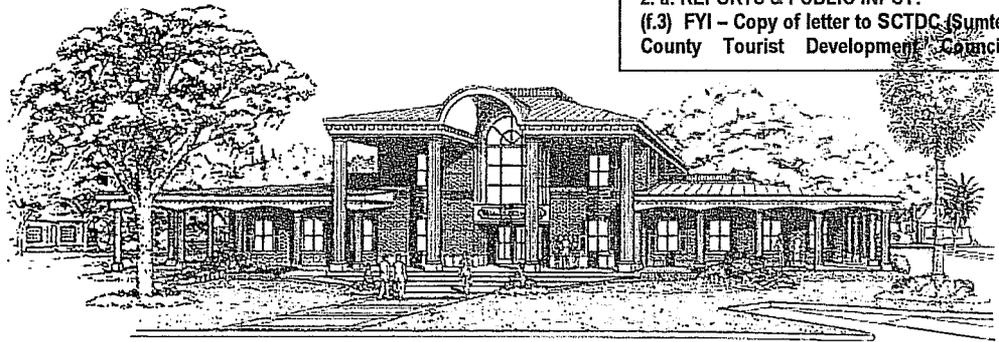
All CDBG items – Authorized to proceed by state. Rick will submit plans and specifications to Andy who will forward them to DCA. Rick/Dave will draft the invitation to bid. Bidders will pay KHA for copies of plans, where they will be available for pickup. Bid will be ready first to second week of September. Cannot move forward until DCA approves plans and specifications; however, Dave will draft the ad now. Target dates: Advertise, mid-September; Award, mid-October; Begin Construction, November 1.

5. Triumph South: - No updates.
6. Champagne Farms Well: On hold pending Landstone decisions.
7. US 301 / SR 35 Widening Project: Ahead of schedule. Will need a contract for ongoing maintenance. Remove for next month's meeting per Dave.
8. Kangaroo Station US / CR 472: Project under review with new executive management. No updates.
9. Coleman Fire Station: Pending final inspections.
10. Valve Maintenance and Locate Program: Diana with Florida Rural Water updated the database/geodata with Craig yesterday. Craig will meet with Tony Quattrochi separately to bring him up to speed on the project.
11. Wildwood Country Resort: On hold pending funding.
12. Tot Lot on High Street: Robert and Dave met with family last Friday regarding land swap. Pending approval of two other siblings. KHA looking at using the church parking lot to mitigate parking impact.
13. CR 466A Widening project – Utility relocations: RBGs are being prepared for review by City. 60% plans are due next week. Water lines will not be relocated; they can stay where they are. There will be costs to maintain a more urbanized system (portions will be under the

CITY OF WILDWOOD
UTILITIES and PROJECTS MEETING NOTES
KIMLEY-HORN
August 16, 2011
9:00 a.m.

14. CR 466A Widening project – Pedestrian lighting (Progress Energy):
Plans will come with 60% drawings. County is moving forward; waiting to see what 60% plans will show.
15. BFA Utility Master Plan: Pending Friday Landstone meeting.
16. CSX S-Line Project: Per MPO / FDOT the project is ongoing, but still quiet from CSX. Twelve to fourteen crossings will require extensions.
17. Rutland and Gamble ROW at Fire Station 31: Going to City Commission next Monday for approval.
18. FDOT improvements to US 301 at Turnpike, SR 44 and CR466:
FDOT has three projects still funded and pending. NO plans distributed yet due to ROW issues.
19. Turkey Run-Providence Independent Living: OPC Options – Addendum to the developer agreement is going before the Commission next Monday. 4" force main is not big enough. K-H and City will look at a 12" line.
20. C-468 and Turnpike Interchange Utility Conflicts: Still moving forward. In good shape; KHA working RBG documentation.
21. Nash SR 44 Project – Discuss OPC: Developer has paid for design is permitted. City will need to construct utility lines once fees are paid and project is ready to move forward.
22. City Hall HVAC project: Getting lots of experienced bidders. Bids opened; will be reviewed by next meeting.
23. Millennium Park Softball Field Improvements: Robert has a TDC grant pending submission for 9/9. TDC and BOCC approval needed.

City of
Wildwood,
Florida



City Hall

2. a. REPORTS & PUBLIC INPUT:
(f.3) FYI – Copy of letter to SCTDC (Sumter
County Tourist Development Council)

wildwood-fl.gov
Area Code: 352
Zip Code: 34785

CITY HALL
100 N. Main Street
330-1330 Phone
330-1338 Fax

CITY MANAGER
Extension 109

CITY CLERK/FINANCE
Extension 100

CUSTOMER SERVICE
(Utility Accounts/TDD)
Extension 130

DEVELOPMENT SERVICES
Planning/Zoning/Concurrency
Extension 118
330-1334 Fax

HUMAN RESOURCES
Extension 105
330-1339 Fax

**PARKS & RECREATION
COMMUNITY CENTER**
Reservations:
Extension 114

POLICE
100 E. Huey Street
330-1355
330-1358 Fax

PUBLIC WORKS
410 Grey Street
330-1343
330-1353 Fax

WASTEWATER
1290 Industrial Drive
330-1349
330-1350 Fax

WATER
801 E. Huey Street
330-1346
330-1347 Fax

August 26, 2011

Sumter County Tourism Development Council
C/O Sumter County Board of County Commissioners
Financial Services Department
7375 Powell Road, Ste. 206
Wildwood, FL 34785

RE: Sumter County Wayfinding Signs Proposal

Dear Sumter County Tourism Development Council Chairman Gilpin:

It is with pleasure I am writing this letter in support of the Sumter County Wayfinding Signs proposal being submitted to the Sumter County Tourism Development Council (TDC) by Sumter County Board of County Commissioners (BOCC).

Sumter County currently lacks a coordinated tourism signage system to greet visitors and assist travelers as they navigate our community's roadways. The proposed gateway and wayfinding signage system will address that need and provide an increase in event and destination attendance in both incorporated and unincorporated areas of Sumter County.

The City of Wildwood fully supports the efforts of the BOCC as they seek funding from the TDC for a project that will benefit the local tourist industry.

Sincerely,

Robert Smith
City Manager
CITY OF WILDWOOD



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

August 22, 2011

DEAR WILDWOOD LEADERS, Honorable Mayor, City Council, City Manager and Staff:

We couldn't have done it without you! Your very generous gift of your wonderful Millennium Center for all eleven evening classes made Sumter County's first-ever **ENTREPRENEURIAL INSTITUTE** course a rousing success and an example of how generosity and unselfish leadership advances future enterprise.

The energy and initiative present each Wednesday evening was world-class. Each student that completed the course stood proudly and expressed personal appreciation for their new knowledge. Every graduate was pleased with their achievement and determined to go out and apply their newly learned expertise. Wildwood leaders, your gift will be repaid in multiple ways, in ways you'll experience when you least expect it, yet you can always be proud of your generosity to the lives in your community.

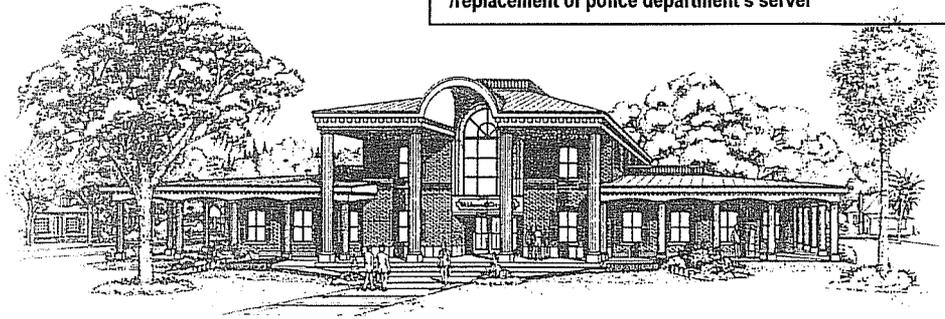
Lake Sumter Community College's Russ Sloan, we of e5solutions, and Andy Cripps of the Sumter Chamber all thank you. CenturyLink and Wells Fargo joined with you as sponsors, all to make it happen. We also express special appreciation to Jason Hargrove for his attentive support throughout.

With deep appreciation always,

A handwritten signature in black ink that reads "Rick Dodge". The signature is written in a cursive, slightly slanted style.

Rick Dodge, President
E5solutions, Inc.

*City of
Wildwood,
Florida*



DATE: August 31, 2011
TO: Robert Smith, City Manager
FROM: E.W. Reeser, Chief of Police *(EWR)*
RE: Emergency Purchase

On August 19, 2011 at approximately 8:30 pm, the police department's building was struck by lightning. I was able to repair most of the equipment by installing new network communication cards in eleven computers, two 24 port hubs and three eight port switches. After the strike, we started having issues with the server. On Friday August 26, 2011 I had TSG respond to assess the damage. By Tuesday August 30, 2011 TSG determined the server had a damaged hard drive, and believes there are other components damaged from the lighting. TSG and I do not believe the system is stable and therefore an emergency purchase was necessary to replace the server.

We sent Dell the specs on the server that was damaged, requesting a quote on the closest match possible, with the exception of the operating system. The new server was purchased through Dell on the State Contract for \$3809.53. The Server at the police department must be operable in order to process police reports, data entry, print out reports and arrest affidavits to name a few.

A full report of the damages including replacement costs is being prepared for an insurance reimbursement.



Central Florida Urology Specialists

CITRUS • LAKE • MARION • SUMTER

Central Florida Prostate Cancer Center
Central Florida Urology Specialists
352.240.7394

12109 County Road 103 • Oxford, FL 34484-2967

UROLOGY

Associates for Urology Care
Ocala 352.351.1313
The Villages 352.430.0705
TimberRidge 352.351.2801
David L. Cunningham, MD
Mark W. Dersch, MD
Jack E. Paulk, MD
Dinesh S. Rao, MD
Harvey C. Taub, MD

Citrus Urology Associates
Inverness 352.726.9707
Homosassa 352.628.7671
Tavares 352.742.2201
Paresh G. Desai, MD, FACS
Michael G. Desautel, MD
Ajaya Kumar, MD, FRCS, Urology
Manuel A. Seneriz, MD
Thomas F. Stringer, MD, FACS
Nicholai Zelenonok, MD
Frances A. Pulice, PA-C

Urology Care of Central Florida
Ocala 352.351.0029
Paul D. Jo, MD

Edward D. King, MD
Ocala 352.732.6474
The Villages 352.205.7402
Edward D. King, MD

Lake Urology Clinic
Leesburg 352.787.4567
The Villages 352.259.4400
David R. Brunetti, MD
Thomas J. Sanders, MD
Fouad M. Shami, MD FCAS FICS
Andrew B. Sher, MD

PATHOLOGY

Nicholas A. Maruniak, MD
William M. Murphy, MD
The Villages 352.430.2936

RADIATION ONCOLOGY

Paul W. Adams, MD
The Villages 352.240.7394

Billing 352.391.6494
Fax: 352.391.6498

ALL PHYSICIANS BOARD CERTIFIED

Temp #103
Certified Mail
7010 0780 0002 0788 1551

May 9, 2011

City of Wildwood
Development Services Department
100 N. Main St.
Wildwood, FL 34785

RECEIVED

MAY 12 2011

CITY OF WILDWOOD
Community Development Dept.

To Whom It May Concern:

I am writing on behalf of Central Florida Urology Specialists & Zero – the Project to End Prostate Cancer. After a successful event last year, we would like permission to hold the Central Florida Great Prostate Cancer Challenge 5K Relay again this year in Oxford. The Great Prostate Cancer Challenge/Dash for Dads is a national community-oriented initiative to raise awareness and funds for local and national prostate cancer activities. In addition to the race, this year we'd like to have an Antique/Classic Car Show and Blood Drive as well as vendor booths with items for sale. We would like to hold this event on Saturday, November 19, 2011 with the race start time of 8:00 am. I've enclosed a map of the race course. The race would begin and end at 12109 CR 103 Oxford. All other events would be held entirely on the Central Florida Urology Specialists property at 12109 CR 103 Oxford. The race would necessitate the closing of portions of CR 103 for approximately 2-3 hours in the morning. I've completed the City of Wildwood "Temporary Use/Special Event Application". The "Temporary Road Closing Request" form has been completed and forwarded to Sumter County Board of Commissioners for their approval. We will be contacting the Sumter County Sheriff's Office regarding assisting us with traffic control as we did last year.

If you have any questions or require additional information to assist in making your decision, I can be reached at 352-391-6494 x248 or email cclayton@cfusllc.com.

Thank you for considering our request. We look forward to hearing from you.

Sincerely,

Colleen Clayton, Event Director
2011 Central Florida Great Prostate Cancer Challenge

2 REPORTS & PUBLIC INPUT (F.S.) FVI - Special Events Permit (TEMP 105-01) Issued to: Central Florida Urology Specialists for a 5k Relay

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077552439
May 06, 2009 LTR 4168C 0
59-3400922 000000 00 000
00046284
BODC: TE

ZERO THE PROJECT TO END PROSTATE
CANCER
10 G ST NE 601
WASHINGTON DC 20002

Employer Identification Number: 59-3400922
Person to Contact: Gloria Robinson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Jan. 21, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in February 1998, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Cindy Westcott
Manager, EO Determinations



City of Wildwood, Florida
Development Services Department
 100 N. Main St., Wildwood, FL 34785
 Tel: 352.330.1330 Fax: 352.330.1334
 www.wildwood-fl.gov

Staff Use Only	
Fee Paid:	_____
Method of Payment:	_____
Receipt Number:	_____

Temporary Use/Special Event Application

Applicant's Name: _____

Business/Organization Name: CENTRAL FLORIDA UROLOGY SPECIALISTS & ZERO - THE PROJECT TO END PROSTATE CANCER

Address: 12109 CR 103 OXFORD 34484-2967

Phone: 352-391-6494 x248 Email: cclayton@cfusllc.com

Property Owner(s): C.F.U.S. DEVELOPMENT

Address: 12109 CR 103 OXFORD 34484-2967

Phone: 352-391-6001 Email: KBEECHER@CFUSLLC.COM

Type of Event: 5K RELAY, ANTIQUE/CLASSIC CAR SHOW, ARTS & CRAFT VENDORS

Proposed Use: TO RAISE AWARENESS & FUNDS FOR PROSTATE CANCER RESEARCH, EDUCATION & TESTING

Beginning Date: 11/19/11 Ending Date: 11/19/11 Hours of Operation: 7:30 am - NOON

Property Information:

Address (if any): 12109 CR 103 OXFORD, FL 34484-2967

Parcel Number(s): _____ Current Zoning: _____

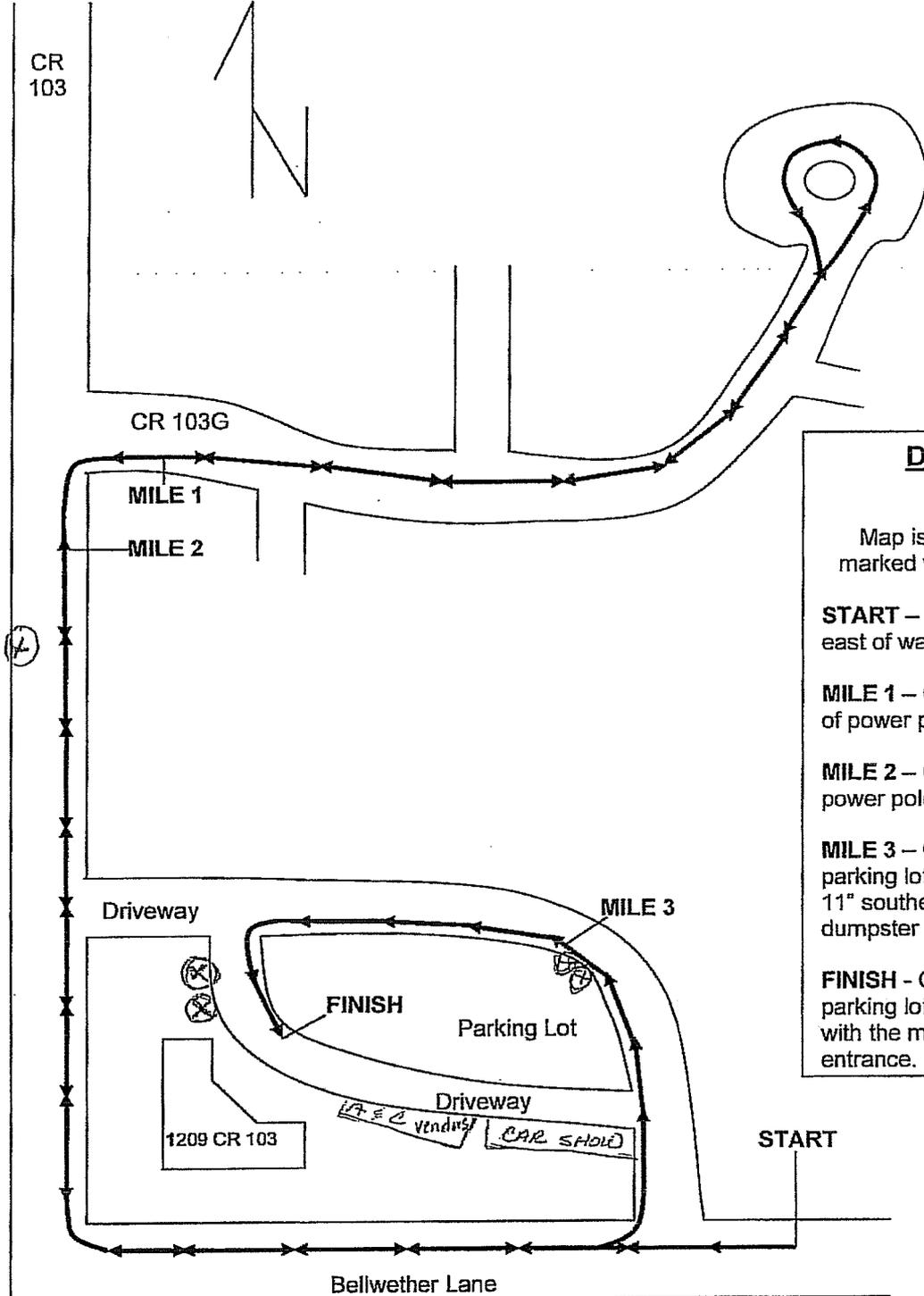
The following items must be submitted at least three (3) weeks prior to event start date for application to be reviewed.
 The proposed use must meet all criteria set forth in the City of Wildwood Ordinance No. 476.

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

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

Applicant's Signature: *Colleen Clayton* Date: 5/19/11

Staff Use Only	
Conditions: _____	
Application Approved By: _____	Date: _____



Dash For Dad 5K
Oxford, FL

Map is not to scale. Points are marked with yellow paint and nails.

START - On Bellwether Lane, 80' 10" east of water valve serial # M05966.

MILE 1 - On CR 103G, 212' 3" east of power pole # 4307.

MILE 2 - On CR 103, 87' 7" south of power pole # 4307.

MILE 3 - On the driveway, in the parking lot for 12109 CR 103, 134' 11" southeast of the concrete block dumpster enclosure.

FINISH - On the driveway, in the parking lot for 12109 CR 103, even with the middle of the covered entrance.

* THE ARTS & CRAFT VENDORS & THE CAR SHOW WILL BE SET-UP CLOSE TO THE BUILDING, THERE IS AMPLE PARKING ON THE PREMISES.

(X) - PORT-A-LETS (rented from Nature (4) 115)

CR 103

CR 103

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Special Meeting held on August 15th, 2011 (Attachments – Staff recommends approval)
2. Minutes of Regular Meeting held on August 22nd, 2011 (Attachments – Staff recommends approval)

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

1. Ordinance No. O2011-12, an ordinance requiring entities with pipes, cables, or lines within a public ROW to seek a permit prior to disturbance of said ROW for maintenance and/or repair, etc. (Attachments – Staff recommends approval)
2. Ordinance No. O2011-15, an ordinance correcting scrivener's errors regarding Ordinance # O2010-19 (Attachments – Staff Recommends Approval)
3. Ordinance No. O2011-16, an ordinance correcting scrivener's errors regarding Ordinance # O2010-20 (Attachments – Staff Recommends Approval)

c. RESOLUTIONS FOR APPROVAL:

1. None

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. Discussion/approval of First Amendment to Developer's Agreement between Sumter County and the COW incorporating additional fees necessary to provide water to the South Wildwood Fire Station 33 (Attachments – Staff Recommends Approval)
2. The InterGovernmental Cooperative Agreement-Contract and By-Laws for Public Risk Management of Florida (Attachments – Staff Recommends Approval)

f. FINANCIAL

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

g. GENERAL ITEMS FOR CONSIDERATION

1. Approval requested by St. Vincent de Paul Catholic Church for a Special Events Permit (TEMP 1108-01) to hold a "Respect for Life Rally" on the sidewalk area in front of city hall (Attachments – Board Option)
2. Request approval of Power Corps and Harrigan Builders, Inc. ERC Transfer (Attachments – Staff Recommends Approval)
3. Review/approval requested of the University of Florida (Bureau of Vital Statistics) Population Estimate (Attachments – Staff Recommends Approval)
4. Discussion/decision regarding the appointment of Commissioner Allen as Chairman of Florida League of Cities Finance Committee – possible appointment to National League of Cities (Attachments – Board Option)

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
SECOND BUDGET WORKSHOP
AUGUST 15, 2011 – 9:00 A.M.
CITY HALL COMMISSION CHAMBER

The City Commission of the City of Wildwood, Florida met in Special session, August 15, 2011 at 9:00 a.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, Allen and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, Police Chief Reeser.

The meeting was called to order by Mayor Wolf who deferred the invocation and pledge.

1. TIMED ITEMS AND PUBLIC HEARINGS **NONE**

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION:

- Power Point Presentation of the FY 2011-2012 BUDGET by Robert Smith, City Manager

AND

f. FINANCIAL

- 1) Revised FY11-12 Budget Information (Minor adjustments will be explained at the workshop) (Attachments) (please remember to bring the budget packet sent to you on July 1st)

CM Smith – based on revenues he and CC Jacobs agree upon, have seen a huge increase in some of the revenues, such as Revenue Sharing and Ad Valorem taxes. These increases are due to population increase and increase in development. Commission tentatively adopted tax rate of 4.0714, which is a 3.5% decrease in the rate from the previous year. Even with the fluctuation in the market feels there will be adequate reserves to cover if that fluctuates in the negative for the City. The presentation includes over \$365,000 in reserves with \$100,000 of that is dedicated toward the construction of the Police Department. Ad Valorem revenue could be less if property owner doesn't pay the taxes in the year assessed. A tax lien would be placed against the property and the amount could be negotiated down by whomever purchases the tax lien. When that is done the amount the City receives would be less.

Some operational costs have increased due partly to the fluctuation in gas prices. Don't believe the gas rate will go over \$3.86 because it is coming into an election year.

Provided budget analysis for FY 2010-2011. Noted expenditures in General Fund are expected to come in about \$108,000 less than anticipated partly due to General insurance anticipated expenditures that have been reduced by elimination of refuse, and found some items that should have been split between General and Enterprise. In Development Services professional engineers utilized less, and also the traffic counts are less. Legislative expenditures are less because the Commission did not meet as much as anticipated. Police expenditures are less due to differences in pay rate between an employee leaving and replacement employee. Community Center less through

Minutes
Page 2
August 15, 2011

control of expenditures. HR is less because the HRC was hired in November instead of October. Compared to complete overview: Police Department shows expenditures under more because they received grant revenues to fund vehicles. Total in black of \$72,276.

Enterprise fund – have had several mishaps in water and sewer due to flooding and lightning strikes. They will come in about \$4000 under. Savings in water department from operational costs and salaries for the next two months until Utility Director is hired.

Reviewed Enterprise Fund – operational expenditures of 2.9 million, debt service of 1.1 and next year it will be less because we pay off one of the loans this year. Operational revenues of 4.259, transfers, SWFWMD grant 126,612, contingency in red by 107,558, but the Commission put in the connection fees collected, the TIE fee projects minus the TIE fees collected, insurance reimbursement, which comes to a contingency of \$12,808. The contingency should be more by the end of the year.

2011-2012 budget –

Public Record Retention – Clerk's department is working on reviewing boxes and preparing for destruction. Then set up the annex as a records facility with budget of \$35,000 to begin, which is in the budget.

466A construction has been scheduled by the County for 2012 budget year. \$100,000 in CRA budget for utility infrastructure upgrades. Commissioner Allen questioned if there would be swap of land for retention. CM Smith indicated that was done with the 209 work. Playground equipment can be placed where the Commission decides, but it is old equipment and may be a liability issue. Mayor Wolf noted a park is being planned on property of the person who built the train. Commissioner Strickland indicated he would like to see it refurbished and relocated.

IT Fiber and offsite hosting – moving forward with IT and working with County regarding fiber communication, underground. Have placed \$120,000 in budget for next year. Computer hardware upgrades in budget is \$44,000.

Future police station - \$100,000 allocated toward police station construction fund. Total facility will be about 9 million, but base facility of about 4-5 million. Consider accreditation in the new facility. Commissioner Allen asked when the old apartments will be taken down. CM Smith indicated as soon as there is \$75,000 in the police impact fee fund. Impact fees should be coming in from Brownwood.

Field Training Officers – recently came up that a policy is needed for compensation for FTO's. These are Officers that train new officers according to the FTO manual. Compensation varies from City to City. The total impact on the budget is about \$4,172 annually. CM Smith indicated not big advocate of Comp time.

Motion by Commissioner Strickland, second by Commissioner Clark to tentatively approve \$.25 per hour Compensation for six officers as Field Training Officer, and for policy to be drafted. Motion carried by unanimous vote.

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Winter Fest - P&RC Hargrove has been working with the P&R Board we would like to set as a one day event. The budget provided can be changed, and would like to begin with \$5,000 instead of \$10,000, but could come back to Commission at a later date for additional funding. Commissioner Strickland expressed concern that cutting funds too much would cut back on the number of things for the kids to do. Commissioner Allen expressed concern that liability be covered. CM Smith – one complaint last year is that there was not enough for the kids and he wants to be sure that does not happen this year. Each person or business providing activities to provide insurance and provide the City with a certificate of insurance.

Motion by Commissioner Allen, second by Commissioner Bivins to tentatively approve \$5,000 for Winter Wonderland. Motion carried by unanimous vote.

Water Department office – will be moving the water department offices to the old library along with the Parks & Recreation office. Improvements will be about \$30,000. Needs new carpet and painting inside.

City Logo – money in budget for business to develop new city logo.

Water and wastewater rates – the CPI has rocked between 2.1 and 2.7. Commission approved 2.1%. Environmental Engineers came up with an allocation of 3.6%. Plan to bring back the Resolution for the Commission to decide whether to change from 2.1 to 3.6. Would like to have Commission direction since the Mayor will not be present on the 22nd. Impact to the residential single family is \$.60 per month. Mayor Wolf noted that since the Commission had approved for the rates to increase each year by the CPI that is what should be done. If it is 3.6 then that is what should be approved if there are facts to back it up. Commissioner Strickland asked where the Waste Management monies are in the budget. Noted that it is in Franchise fees. Waste Management is seeking an increase for refuse, which will be placed before the Commission on the 22nd.

Common Consent with Mayor Wolf concurring, to amend Resolution regarding water/wastewater rates to 3.6% from the previously approved 2.1%.

CM Smith – with everything in place in the budget, there is a General Fund reserve of \$261,000, which is roughly 5% of the total revenue. There is also the \$100,000 in the police station construction fund that could be tapped into if the economy drops further. Commissioner Strickland asked if that could be tapped into to tear down the apartments on the site for the new police station. The City Manager indicated yes that could be done if by September 2012 there is at least \$50,000 in the Police Impact Fees, then \$25,000 could be drawn from the Construction fund to demolish the building.

Enterprise fund of \$127,980 is just operational over expenditures. This would cover obligations if no new development taps onto the lines. However, there should be checks coming in starting November 1. That could be addressed at the mid year report as to how the money will be spent or build reserves. Capital enhancements are needed by both water and wastewater departments.

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Long and Short Term Debt service – Mayor Wolf expressed that in the future pay more toward principal because the interest on some of the notes is more than the principal. When more contingency is available we need to pay down the principal.

CM Smith noted that the Fleet Services Coordinator, Steve Watson checks vehicles and if the repairs are excessive he notifies the department head and makes recommendations to them. Mayor Wolf suggested that as the City replaces vehicles, that old vehicles be declared surplus and disposed of and not just store them around the city. CM Smith indicated he agrees.

Commissioner Strickland noted that he met with a budget director of a large city and because the loan rates have gone down they have refinanced and suggested that the City consider refinancing, which could drop the interest. CM Smith – will look at the SRF rates.

Commissioner Strickland asked how many employees in Fleet Services. CM Smith noted there are two. Also noted that applications for the Utility Director are coming in and interviews will probably start in two weeks. Also will hire a Water Department Coordinator.

Commissioner Strickland asked if it would make sense to outsource some vehicle maintenance, considering the amount of salaries, administration and benefits in that budget. CM Smith noted he would review and compare. Commissioner Allen noted the return time of the equipment going back into service should be considered as part of the review.

Update on City Manager position with Windermere. CM Smith indicated contract discussions are going forward and the discussions are positive. They want to move as fast as possible. He will provide a 60-day notice if he enters into a contract with Windermere.

Mayor Wolf comments regarding City Manager. Knows what Windermere considering and that it would be a better position for Robert, but would like to come up with a contract proposal to increase salary to try to keep him. Suggested a 10% increase be offered. He knows that the City Manager is not expecting any increase to try to keep him. CM Smith noted he is not getting into a bidding war.

Mayor Wolf – he would have a lot of second thoughts if Robert took another job and the Commission did nothing to keep him at Wildwood. Feels Robert is underpaid.

City Manager Smith – exited meeting for Commission to further discuss.

Mayor Wolf – noted that City has lost the Water Department Director and not replacing secretary in City Manager department there would be funds available. Noted that Robert has taken on additional responsibilities above the last city manager. Considering what other area cities are paying their city managers, Robert should be paid more.

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All expressed the desire for Robert Smith to remain with the City, but also understand that he has goals for his future. All expressed that the Commission would be amiss if they didn't make an offer and ask him to remain with the City. Expressed concern that if he leaves the City may not be able to find someone of his qualifications. Noted that Robert was not a City Manager when he came to the City. Noted that his management style is positive and great.

Discussion included 10% versus 15% and whether Robert would negotiate. Noted that new contract would have to be negotiated if he remains.

By common consent the Commission approved for Mayor Wolf to offer additional 15% of base with car and cell phone allowance to remain the same.

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

3. NEW BUSINESS – ACTION REQUIRED

- a. MINUTES **NONE**
- b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE) **NONE**
- c. RESOLUTIONS FOR APPROVAL: **NONE**
- d. APPOINTMENTS **NONE**
- e. CONTRACTS AND AGREEMENTS **NONE**
- f. FINANCIAL – **SEE ABOVE**
- g. GENERAL ITEMS FOR CONSIDERATION **NONE**

4. ADJOURN:

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
AUGUST 22, 2011 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

(meeting taped)

The City Commission of the City of Wildwood, Florida met in Regular session, August 22, 2011 at 7:00 p.m.

Present were: Mayor Pro tem Allen; Commissioners Bivins, Clark and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Police Chief Reeser, and AVT Law. Mayor Wolf was absent.

The meeting was called to order by Mayor Pro tem Allen who gave the invocation and the audience joined in the Pledge of Allegiance to the American Flag.

1. TIMED ITEMS AND PUBLIC HEARINGS

PUBLIC HEARING –

- a. 2nd FINAL READING Ordinance No. O2011-11, an ordinance providing for payment to City Commission for attendance at meetings, AND

Ordinance No. O2011-11 was read by title only and Mayor Pro tem Allen opened Public Hearing. No questions or comments received.

Motion by Commissioner Strickland, second by Commissioner Clark that Ordinance O2011-11: An Ordinance Of The City Of Wildwood, Florida, Amending Section 2-56 Of The City Of Wildwood Code; Providing For Salaries For The City Commission And Mayor; Providing For Conflict; And Providing For An Effective Date: is adopted on second final reading. Motion carried by unanimous vote.

- b. Resolution No. R2011-13, a resolution of the City of Wildwood setting salary amounts for the Mayor and City Commissioners and providing for an effective date (Attachment – Board Option)

Resolution No. R2011-13 was read by title only. CA Blair noted that the increase cannot take effect until after the next election.

Motion by Commissioner Strickland, second by Commissioner Bivins that Resolution No. R2011-13: A Resolution Of The City Of Wildwood, Florida; Setting Salary Amounts For The Mayor And City Commissioners; And Providing For An Effective Date: be adopted. Motion carried by unanimous vote.

2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: None at this time

- a. City Manager

- 1) Review of The Villages of Wildwood extension of approval dates (Melanie Peavy, DSD) (Attachments)

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An extension of The Villages DRI was requested and approved. Build out will now be 2018 instead of 2014.

- 2) Review of The Villages' Development of Regional Impact Status Report (please visit the City of Wildwood's website (<http://www.wildwood-fl.gov/> for the complete document) (Melanie Peavy, DSD) (Attachments)

Noted that report is available in Development Services.

- 3) FYI – Extension of Water Shortage Order No. SWF 2010-022 from the Southwest Florida Water Management District (Attachment)

Water shortage has been extended by SWFWMD with watering only once per week.

- 4) FYI – Reminder of September 19, 2011 Workshop Meeting to discuss the Landstone Memorandum of Understanding Utility Agreement (Attachment)

Will try to piggyback on this meeting the City signage requirements.

- 5) FYI – Memo regarding Parks & Recreation Inmate Van – necessary repairs (Attachment)

Was necessary to repair immediately.

- b. City Attorney - None
- c. City Clerk - None
- d. Commission Members - None
- e. Public Forum (10 minute time limit) – None
- f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

- 1) Minutes of Regular Meeting held on August 8, 2011 (Attachments – Staff recommends approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve the minutes of August 8, 2011. Motion carried by unanimous vote.

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

- 1) Ordinance No. O2011-10, an ordinance amending sections of the City Code of Ordinances and providing for a definitions and limits, etc. for metallic discharges (Attachments – Staff recommends approval)

Ordinance No. O2011-10 was introduced and read by title only.

CM Smith – FDEP compliance issue.

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CM Smith requested an amendment to the agenda.

Motion by Commissioner Bivins, second by Commissioner Strickland to amend the agenda to include Ordinance No. O2011-09. Motion carried by unanimous vote.

Ordinance No. O2011-09 was introduced and read by title only.

DSD Peavy – Wildwood Springs has petitioned to establish a Community Development District. The statutes require the petition and public hearing be advertised for four consecutive weeks, which has begun. Final approval is scheduled for September 13, 2011.

c. RESOLUTIONS FOR APPROVAL:

- 1) Resolution No. R2011-14, a resolution providing for increases to the water and wastewater user charge and base rates; rescinding resolutions R2010-16 and R2011-09, etc. (Attachments – Staff Recommends Approval)
- 2) Resolution No. R2011-15, a resolution setting rates for the use of reclaimed water for Class A; Class AM and Class B users; replacing Resolutions No. R2009-08 and R2011-10, etc. (Attachments – Staff Recommends Approval)

Resolutions R2011-14 and R2011-15 were introduced and read by title only.

CM Smith noted these resolutions are in regards to the rate increase discussed at the budget workshop to change the 2.1% increase to a 3.6% CPI increase.

Motion by Commissioner Strickland, second by Commissioner Clark that Resolution No. R2011-14: A Resolution Of The City Commission Of The City Of Wildwood, Florida, Providing For Increases To The Water And Wastewater User Charge Ordinance And Facility Availability Base Rates; Rescinding Resolution R2010-16 And R2011-09; And Providing For An Effective Date; AND Resolution No. R2011-15: A Resolution Of The City Commission Of The City Of Wildwood; Setting Rates For Use Of Reclaimed Water For Class A, Class Am And Class B Users; Replacing Resolution No. R2009-08 And R2011-10; And Providing For An Effective Date; be adopted. Motion carried by unanimous vote.

- 3) Resolution No. R2011-16 a resolution declaring a sole source provider for in-car video camera operations based on the current existing system; etc. (Attachments – Staff Recommends Approval)

Resolution No. R2011-16 was introduced and read by title only.

Motion by Commissioner Clark, second by Commissioner Bivins that Resolution No. R2011-16: A Resolution Of The City Commission Of The City Of Wildwood, Florida, Declaring A Sole Source Provider For In-Car Video Camera Operations Bases On The Current Existing System; Providing That The Existence Of The Sole Source Has Been Documented By The City; Providing For An Effective Date: be adopted. Motion carried by unanimous vote.

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4) Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included) (Attachments – Board Option)

Resolution No. R2011-17 was introduced and read by title only.

CM Smith – per the contract there are different figures that can be utilized to calculate the rate increase. It is very time consuming to calculate. Requested the Commission to approve the rates that are associated with the way the contract is written. Then it can be discussed as to how the contract can be amended to make it easier to figure the CPI increase for the future.

Motion by Commissioner Clark, second by Commissioner Strickland that Resolution No. R2011-17: A Resolution Of The City Commission Of The City Of Wildwood, Florida, Providing For Increases To The Solid Waste User Charge; Providing For An Effective Date: be adopted with rate increase as written in the contract. Motion carried by unanimous vote.

d. APPOINTMENTS
None

e. CONTRACTS AND AGREEMENTS

1) Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower) (Attachments – Board Option)

CM Smith - AT&T reps approached the City regarding a cell tower. Per the LDR and Zoning Ordinances it is hard to put up a tower in the City. One area they are allowed is on public facilities through the special exception process. Millennium park was discussed but the Commission did not want to see a tower in Millennium park. Other sites discussed were the RIB site and the water tower site. AT&T requested that the RIB site be considered. It would be allowed through the special exception process, but only in a very small area. They wish to construct a 250' tower. Would like direction from the Commission whether they would want a tower on the RIB site, before they go through the special exception. Contract is in line with contracts that other cities have entered with AT&T.

Motion by Commissioner Clark, second by Commissioner Strickland to accept offer from AT&T regarding cell tower. Motion carried by unanimous vote.

f. FINANCIAL

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

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

g. GENERAL ITEMS FOR CONSIDERATION

1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; the Quit Claim Deeds; and the Easements from the City of Wildwood to Sumter

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County providing for the perpetual storm water storage upon and across certain described property (Attachments – Board Option)

DSD Peavy – survey of property by the County brought to view several problems with legal descriptions. A MOU was drafted to and property swap was recommended to work out those problems. One problem is a platted City street that was not developed.

Motion by Commissioner Strickland, second by Commissioner Bivins to approve property swap and MOU with County. Motion carried by unanimous vote.

2) Discussion/action requested reference Optional Concurrency Facilities recommendations (Melanie Peavy, DSD) (Attachments – Staff Recommends Approval)

DSD Peavy – the Community Planning Act of 2011 was adopted in July. With the passing of act maintaining concurrency on transportation, parks & recreation and schools became optional for all local governments. Sumter County BOCC recently had a workshop where concurrency was discussed. Concurrency is a requirement that public facilities and services needed to support development are available or will become available concurrent with the development. The City currently requires transportation concurrency, potable water, sanitary sewer, parks & recreation, solid waste, Stormwater and public schools facility concurrency. The City has the option to eliminate transportation, school, and parks & recreation concurrency. The County directed staff to eliminate transportation concurrency and City staff is recommending the same. Eliminating the transportation concurrency does not take away the need for monitoring local traffic conditions. We would still do traffic counts and work with the MPO for traffic analysis provided to the City. Noted that elimination of any concurrency would require a Comprehensive Plan amendment.

Motion by Commissioner Strickland, second by Commissioner Clark to accept and follow staff recommendation and eliminate school and transportation concurrency. Motion carried by unanimous vote.

3) Discussion/action reference Turkey Run's request for a 3rd Addendum to the Developer's Agreement (Attachments – Staff Recommends Approval)

DSD Peavy – when original DA was approved it was based on conditions at that time. The City did not know of the planned improvements at 466A and the City's development standards were different at the time. There have also been improvements to the 462 intersection. Noted the amendment in the packet needs to be corrected before signed, specifically – water and reuse water lines will be in an easement instead of in the right-of-way.

Motion by Commissioner Clark, second by Commissioner Strickland to approve the 3rd addendum to the Turkey Run DA as amended. Motion carried by unanimous vote.

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4) Discussion/action reference Homes In Partnership/Fifth Street's request for a 2nd Addendum to Developer's Agreement (Attachments – Staff Recommends Approval)

DSD Peavy – HIP DA is of old plat on Fifth Street. There was a safety issue discovered in the engineer drawings. The amendment changes where the sidewalk runs along Fifth Street.

Motion by Commissioner Bivins, second by Commissioner Strickland to accept staff recommendation to approve HIP 2nd addendum to DA. Motion carried by unanimous vote.

5) Review of the "Draft" contract (WS574) from FDOC for the public works department "work crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Strickland to accept staff recommendation and approve the Draft contract for the FDOC work crew for public works. Motion carried by unanimous vote.

4. ADJOURN:

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

CITY COMMISSION OF THE CITY OF WILLOWOOD

3. NEW BUSINESS - ACTION REQUIRED b. ORDINANCES -
1ST READ ONLY (NO VOTE) (1) Ordinance No. O2011-12, an
Ordinance requiring entities with pipes, cables, or lines
within a public ROW to seek a permit prior to disturbance of
said ROW for maintenance and/or repair, etc.

EXECUTIVE SUMMARY

SUBJECT: Required Permits for Right-of-Way Disturbances

Ordinance O2011-12

REQUESTED ACTION:

Work Session (Report Only) **DATE OF MEETING:** 9/13/11
 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:

Ordinance No. O2011-12 modifies Section 16-8 of the City's Code of Ordinances so that entities with cables, pipes, or lines within a city right-of-way seek a permit prior to any maintenance, repair or installation which may disturb the public right-of-way.

FDOT and Sumter County require similar permits, and staff has coordinated with these agencies to ensure consistency between the permits.

The intent is for the City to be given advanced, written notice prior to any right-of-way disturbance. Entities should be familiar with the permit because it provides essentially the same information that FDOT and the County ask for.

Staff recommends approval of Ordinance No. O2011-12.



Melanie Peavy
Development Services Director

ORDINANCE NO. O2011-12

AN ORDINANCE OF THE CITY OF WILDWOOD FLORIDA;
AMENDING SECTION 16-8 OF THE CITY OF WILDWOOD
CODE OF ORDINANCES; REQUIRING ENTITIES WITH
PIPES, CABLES, OR LINES WITHIN A PUBLIC RIGHT-OF-
WAY TO SEEK A PERMIT PRIOR TO DISTURBANCE OF
THE RIGHT-OF-WAY FOR MAINTENANCE, REPAIR, OR
INSTALLATION; PROVIDING FOR CONFLICT; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to amend Section 16-8, Wildwood Code of Ordinances to require a permit prior to disturbance of a City right-of-way.

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

SECTION 1. Section 16-8, Wildwood Code of Ordinances is amended as follows [cross-throughs (-) indicate deletions and underlines () indicate additions]:

Section 16-8. Coordination of locates in public rights-of-way; reimbursement; exceptions.

- (a) Any public or private entity which places or has placed any type of cable, pipe or line in any public right-of-way within the city limits shall seek a permit from the city and provide the city with reasonable notice ~~of prior to~~ any maintenance, repair, installation or other activities which may disturb the public right-of-way. City staff shall grant the permit and ~~The city reserves the~~ right to be present anytime such activity occurs in a public right-of-way or easement where city water, wastewater or other utility lines are placed or may be placed. The city shall assist other public or private entities in performing locates to assure protection of the city's water, wastewater and other utility lines.
- (b) For purposes of this section, reasonable notice in cases of non-emergencies shall be set at least five days in advance.
- (c) Any public or private entities to perform locates in any public within the city limits shall coordinate with the city in order to avoid any possible impact upon water and sewer lines that the city has in such public right-of-way.
- (d) The city shall cooperate with coordination of locates in public right-of-ways for any and all entities seeking to place or maintain or repair other existing utility lines in said public easements.

- (e) The city shall charge the reasonable cost of its participation in any locates that are performed in the public right-of-ways of the city. This shall include the cost of any city employee’s time for being present at a locate.
- (f) The city may set off against any charges for the reasonable cost of participation, anticipated costs of required that the entity seeking the locate may charge the city for the cost of having one of the entity’s employees present when the city performs any maintenance or repair or installation of water and sewer lines in public right-of-way.

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

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

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

PASSED AND ORDAINED this _____ day of _____, 2011, 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

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Scrivener's Error Ordinances

REQUESTED ACTION: Approval of Ordinance 2011-15 & 2011-16 Correcting
Scrivener's Errors in Ordinances 2010-19 and 2010-20

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 9/13/2011
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____
Development Services Dept.

BUDGET IMPACT: _____

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Minor errors in the legal descriptions of Ordinance 2010-19 and Ordinance 2010-20 have been corrected via the attached scrivener's error ordinances.

Staff recommends approval of Ordinance 2011-15 and 2011-16.

Thank you.



Melanie Peavy
Development Services Director

ORDINANCE NO. O2011-15

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA,
CORRECTING SCRIVENERS ERRORS CAUSED BY
SCRIVENERS ERRORS CONTAINED IN THE PROPERTY
DESCRIPTION IN ORDINANCE NUMBER O2010-19; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance O2010-19 was enacted using a property description in the ordinance; and,

WHEREAS, the property description provided to the City contained scrivener errors; and,

WHEREAS, all notice and other legal requirements to any property owner were met for the area, which was the correct area which would be affected by the ordinance; and,

WHEREAS, the property owner subsequently contacted the City with a corrected legal description; and,

WHEREAS, the City wishes to correct the legal description contained in Ordinance O2011-06.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida:

SECTION 1. The City of Wildwood enacted ordinance number O2010-19 on October 11, 2010, annexing certain real property north of the City of Wildwood. Certain scrivener errors were included in ordinance number O2010-19, which stated that the property was in Section 8, Township 18 South, Range 23 East. The scrivener errors contained in ordinance number O2010-19 are corrected to reflect that the property is located in Section 8, Township 19 South, Range 23 East.

SECTION 2. Section 1-14 of the City of Wildwood code of ordinances is hereby amended to include the following corrected legal descriptions contained herein:

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 3. All other parts of the ordinance remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 5. 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 6. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

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

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair
City Attorney

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ORDINANCE NO. O2011-16

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA,
CORRECTING SCRIVENERS ERRORS CAUSED BY
SCRIVENERS ERRORS CONTAINED IN THE PROPERTY
DESCRIPTION IN ORDINANCE NUMBER O2010-20; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance O2010-20 was enacted using a property description in the ordinance; and,

WHEREAS, the property description provided to the City contained scrivener errors; and,

WHEREAS, all notice and other legal requirements to any property owner were met for the area, which was the correct area which would be affected by the ordinance; and,

WHEREAS, the property owner subsequently contacted the City with a corrected legal description; and,

WHEREAS, the City wishes to correct the legal description contained in Ordinance O2011-06.

NOW, THEREFORE, be it ordained by the City Commission of the City of Wildwood, Florida:

SECTION 1. The City of Wildwood enacted ordinance number O2010-20 on October 11, 2010, annexing certain real property north of the City of Wildwood. Certain scrivener errors were included in ordinance number O2010-20, which stated that the property was in Section 8, Township 18 South, Range 23 East. The scrivener errors contained in ordinance number O2010-20 are corrected to reflect that the property is located in Section 8, Township 19 South, Range 23 East.

SECTION 2. Section 1-14 of the City of Wildwood code of ordinances is hereby amended to include the following corrected legal descriptions contained herein:

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 3. All other parts of the ordinance remain in full force and effect.

SECTION 4. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 5. 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 6. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

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

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair
City Attorney

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**FIRST AMENDMENT TO DEVELOPER'S AGREEMENT
BETWEEN SUMTER COUNTY AND THE CITY OF WILDWOOD**

WHEREAS, on or about September 28, 2010 the City of Wildwood, and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the "Board"), entered into an Agreement (the "Agreement"), in which the City as a regional water provider agreed to provide water in furtherance of the design of the South Wildwood Fire Station 33, and;

WHEREAS, the parties wish to amend the Agreement to more accurately memorialize the intentions of the parties with regard to certain increase of scope of services of the Agreement.

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend the Agreement by this writing (the "Amendment") and state the following:

1. That the "WHEREAS" recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.
2. In accordance with Part II Developer's Obligations item "F" Change in Services, for additional services of the City of Wildwood; Sumter County acknowledges the necessity to incorporate the following additional fees to include a water connection fee of \$3,039.00 and the additional fee for a 1-1/2" water meter at \$581.78: Pursuant to Sumter County Board of County Commissioners approval of August 23, 2011, the additional fees as shown in attachment Exhibit "A", invoices submitted by the City of Wildwood for a revised Not to Exceed totaling \$83,845.78.

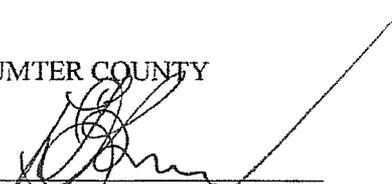
3. Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this 23rd day of August, 2011.

CITY OF WILDWOOD

Mayor Ed Wolf

SUMTER COUNTY



Honorable Don Burgess, Chairman
Board of County Commissioners

From: Dave Grimm [mailto:dgrimm-wildwood@cfl.rr.com]
Sent: Wednesday, August 31, 2011 2:43 PM
To: 'Robert Smith'
Subject: Coleman Fire Station Potable Water Agreement

Robert,

I am in receipt of a document entitled "First Amendment to Developer's Agreement between Sumter County and City of Wildwood" from the Board of Sumter County Commissioners via Gloria Hayward for signature by Mayor Wolf.

I am unsure of the reason for this Amendment since everything in it is consistent with the Potable Water Agreement between the County and City. The actual construction costs were not in excess of the "not to exceed" costs in the agreement and the TIE and Connection Fees were as stated in the Agreement.

I have attached the original Potable Water Agreement, the Amendment and the Final Billing for your review and comment.

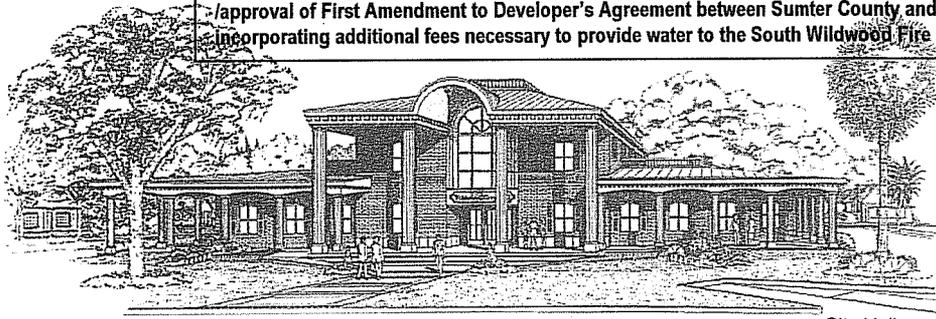
Regards,

Dave Grimm
Project Planner
City of Wildwood
100 N. Main Street
Wildwood, FL 34785

Office 352-330-1330 x112
Cell 352-303-4757

www.wildwood-fl.gov

City of
Wildwood,
Florida



City Hall

wildwood-fl.gov
Area Code: 352
Zip Code: 34785

CITY HALL
100 N. Main Street
330-1330 Phone
330-1338 Fax

CITY MANAGER
Extension 109

CITY CLERK/FINANCE
Extension 100

HUMAN RESOURCES
Extension 103
330-1339 Fax

CUSTOMER SERVICE
(Utility Accounts/TDD)
Extension 130

BUILDING SERVICES
Code/Inspections/Permits
Extension 119
330-1334 Fax

DEVELOPMENT SERVICES
Planning/Zoning/Concurrency
Extension 118
330-1334 Fax

PARKS & RECREATION
COMMUNITY CENTER
Reservations:
Extension 114

POLICE
100 E. Huey Street
330-1355
330-1358 Fax

WOODWASTE
601 W. Gulf-Atlantic Hwy.
330-1345

REFUSE / STREETS
410 Grey Street
330-1343
330-1353 Fax

WASTEWATER
1290 Industrial Drive
330-1349
330-1350 Fax

WATER
801 E. Huey Street
330-1346
330-1347 Fax

June 28, 2011

Doug Conway
Project Manager
Sumter County
319 E. Anderson Avenue
Bushnell, FL 33513

Re: Water Main Extension to Coleman Fire Station

Dear Doug,

Our construction project to supply potable water to the new Coleman Fire Station is now complete and all lines have been cleared by FDEP.

The "Potable Water Service Agreement" between the City of Wildwood and Sumter County provided for an estimated cost to provide potable water at \$54,000.00. The County and City further agreed that the total cost of construction including engineering, survey, permits, construction and inspections shall not exceed \$80,225.00. Due to extensive unsuitable soils and other conditions the final construction cost is \$79,907.33.

I have attached a complete cost summary for the project along with a final invoice.

It is my hope that the City of Wildwood has met or exceeded your expectations in our performance of this project.

Please feel free to contact me if you have any questions.

Regards,

David Grimm
Projects Planner

**CR 521 Water Main Extension for
New Coleman Fire Station**

Kimley-Horn Engineering and Design	\$ 20,656.59
FDEP Permitting	\$ 100.00
Daily Commercial - Bid notice	\$ 112.39
Hamlet Construction Company	\$ 37,560.40
Rainey Construction - Hauling Suitable Fill	\$ 1,680.00
H-D Supply - Project Materials	\$ 17,601.95
City of Wildwood - Materials From Stock	\$ 2,196.00
Total Cost of Construction	\$ 79,907.33
Previously received	\$ 27,000.00
Balance due of Construction Costs	\$ 52,907.33
Additional Fees due:	
Water Connection Fees - balance due	\$ 1,519.50
1-1/2" Water Meter	\$ 581.78
<u>Total due from Sumter County</u>	<u>\$ 55,008.61</u>

City of Wildwood
100 North Main Street
Wildwood, FL 34785

INVOICE

To: Doug Conway
Project Manager
Sumter County
319 E Anderson Avenue
Bushnell, FL 33513

Date: June 28, 2011

Project: Water Main Extension to Coleman Fire Station

Balance of Construction costs:	\$52,907.33
Water Connection Fee (final 50%)	1,519.50
1-1/2" Water Meter	<u>581.78</u>
Total Due	\$55,008.61

**POTABLE WATER SERVICE AGREEMENT
BETWEEN THE CITY OF WILDWOOD
AND SUMTER COUNTY, FLORIDA**

This 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, Sumter County, Florida (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, City is a regional water provider; and,

WHEREAS, County 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, County desires to procure water service from the City for the Property described in Exhibit "A"; and,

WHEREAS, County's proposed development requires access to water service; and,

WHEREAS, the City of Wildwood desires to provide water service to County's property; 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 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 County 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 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 "County" shall refer to Sumter County, Florida.
- C. The term "Equivalent Residential Connection" as defined by City ordinance shall be referred to in this Agreement as "ERC" and shall be defined by section 19-343 of the City of Wildwood Code.
- D. The term "Property" or "County'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 main lines and connection lines and shall be as defined by City ordinances and resolutions.
- F. The term "water management district" shall mean and refer to Southwest Florida Water Management District (SWFWMD).

PART II. COUNTY'S OBLIGATIONS

A. Connection and TIE Fees.

1. TIE Fees.

a. The Transmission Infrastructure Extension (TIE) fee purchases a hydraulic share in the water infrastructure extending from the proposed development back to the nearest well facility. As with connection fees, TIE fees are based on equivalent residential volumes, which are 300 gallons per day water consumption and the distance (in feet) between the development and the water well. 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 County executes this agreement. The calculation for the water TIE fee is included in the attached Exhibit "B". In lieu of payment of the water TIE fee, County shall pay the entire cost to engineer, survey, permit and construct (hereafter called "Cost of Construction"), an 8" water line. The 8" line is an "oversized" line which will maximize fire flow and allow future development to tie into the water line. As future development progresses, City shall reimburse County, from water TIE fees collected by the City for the "oversized" costs from properties which connect to the oversized water line, for the Cost of Construction less the County's applicable water TIE fee. Cost of Construction, oversized costs and reimbursement to the County are as specified in the attached exhibits. Estimated Cost of Construction for the water line is \$54,000.00 and the County's Water TIE fee is \$2,733.12 therefore the estimated reimbursement would be \$51,266.88

c. County understands that TIE fees are non-refundable.

d. TIE fees are calculated by the City based on the number of connection fees approved for reservation as indicated in Exhibit "B". One (1) TIE fee is due for each connection (ERC) reserved.

e. County understands that increases in capacity reservation will result in additional TIE fees.

f. County and City agree that the total Cost of Construction for all engineering, surveys, permits and construction work to provide water services shall not exceed \$80,225.00. All the work shall be performed by or contracted by the City. Payment schedules for payment by the County for the Cost of Construction shall be as specified in the attached Exhibits.

2. Connection Fees

a. The connection fees- shall be calculated according to the rate schedule adopted by the City at the time the County 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." The amount of the connection fees shall be as specified in this Agreement or appropriate exhibit attached hereto.

b. County 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 County if significant progress is not made toward construction within twenty-four (24) months of the date the purchased connection fee becomes available to the County. 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 connection fee / capacity:

i. The County must complete the Concurrency Determination Application.

ii. The City must approve in writing the Concurrency Determination Application.

iii. All Costs of Construction, in lieu of payment of water TIE fees, must be paid in accordance with the attached Schedules.

iv. This Potable Water Service Agreement and attachments must be fully executed.

e. The Water Connection fee is \$3,039.00 and shall be paid as follows:

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

ii. The next twenty five (25%) percent of the water connection fees shall be paid upon issuance of the individual building permits for which ERC's are reserved.

iii. The final twenty five (25%) percent of the water connection fees shall be paid upon issuance of the Certificate of Occupancy.

f. The purchase of ERC's and TIE fees under this agreement does not act to set the price for future purchases, unless such fees are specifically covered by this Agreement. Any future purchases will be at the price set by the City at time of payment.

g. 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.

h. 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 indicate that Developer set a storage tank with high pressure pumps or otherwise supplement existing potable water delivery at County's expense. City shall not reduce its fire flow volumes and pressures after County has commenced development of the Property.

3. Until County provides the City with full payment for all TIE water fees, connection fees and completes all other requirements of this agreement, no water service will be provided.

4. The City reserves the right to determine the number of ERC's it will allow to be purchased. The City has determined at the time of execution of this agreement that the County may purchase three (3) water ERC's. These capacities will be available at the times listed on Exhibit "C".

5. County may not transfer any water capacity reserved without written permission from the City. Any such transfer will void the capacity reservation and the ERC's will revert back to the City and the County 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.

6. The purchase of ERC's and TIE fees does not act to set the price for

City agrees to execute a "Satisfaction by Assignment" for County if this Agreement is properly assigned.

B. All prior Agreements pertaining to the supply of potable 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 service, wastewater service and reuse water service to consumers within the Property covered by this Agreement.

D. County, its successors and assigns, shall not install or shall not be connected to any potable water system other than the City's system, except for outdoor irrigation purposes.

E. City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of water 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 services under certain conditions. The 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 County's Property. County hereby acknowledges and agrees that rates are subject to change at any time by City. County further acknowledges that it shall be subject to City ordinances related to water services.

F. City shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on County's Property.

G. Unless otherwise specified, 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. County shall keep

(a) 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.

I. No water from City's water distribution system shall be used or disbursed by County 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 furnishing of 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 County, their 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 County's Property connected to or to be connected to said water and sewer 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 County's Property connected to or to be connected to the said water 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 County's Property for which City cannot perform its obligations.

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

O. The calculation of connection and TIE fees in this agreement are based upon County's representation of the intended development on the property. If County 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 COUNTY

County Administrator
Sumter County
910 N. Main Street
Bushnell, FL 33513

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 Sumter County's property

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

EXHIBIT "C" - Schedule of Construction Time Frames

EXHIBIT "D" - Schedule of Payments by County for Cost of Construction

EXHIBIT "E" - Calculation of Reimbursement for Cost of Construction less applicable TIE fees.

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:

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

Gloria Hayward, Clerk of the Court

Doug Gilpin, Chairman

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

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Doug Gilpin as Chairman of Sumter County Board of Commissioners, who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

EXHIBIT A

Legal Description Coleman Fire Station 33

A portion of the East 1/2 of the SW1/4 of Section 30, Township 19 South, Range 23 East, Sumter County, Florida, lying North of County Highway No. 23, being more particularly described as follows:

Commence at the NW corner of the East 1/2 of the SW 1/4 of said Section 30, thence S00°07'57"E along the west line thereof, 1668.53 feet to the Point of Beginning; thence continue along said West boundary S00°07'57"E, 230.39 feet to the intersection with the Northerly right-of-way line of County Highway No. 23 (50 feet wide), said point being on a curve concave to the Northwest, having a central angle of 19°27'29" and a radius of 644.50 feet; thence departing said West line, proceed Northeasterly along the arc of said curve and said right-of-way line a distance of 219.01 feet; thence continue along said right-of-way line N44°57'33"E, 82.36 feet; thence departing said right-of-way line N45°02'27"W, 200.00 feet; thence S44°57'33", 134.53 feet to the Point of Beginning.

City of Wildwood

EXHIBIT B

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

**DEVELOPER UTILITY CONCURRENCY
 CONNECTION FEES:**

PROJECT NAME: Coleman Fire Station

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 # 3

TOTAL water connection fee charges = \$1,013.00 x #3 = **\$3,039.00**

DUE SCHEDULE:

- 50% due on execution of developer's agreement \$ 1,519.50
- 25% due on issuance of each construction permit \$ 759.75
- 25% due on issuance of Certificate of Occupancy \$ 759.75

TOTAL \$ 3039.00

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

EXHIBIT B

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

DEVELOPER UTILITY CONCURRENCY TIE CHARGES DUE

PROJECT NAME: Coleman Fire Station

1) WATER:

- a) One (1) water TIE due for every water connection ERU reserved
- b) Number of water ERU's reserved = # 3
- c) Number of water TIE's due = # 3
- d) Charge per water TIE for this project = \$ 911.04
- e) TOTAL water TIE charges due
\$911.04 x # 3 = \$ 2,733.12

2) 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

EXHIBIT B

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

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

"Worksheet"

PROJECT NAME: Coleman Fire Station

WATER TIE CALCULATION:

- One (1) tie (full distance) = 15,000 feet
- This project to nearest wellhead = 22,584 feet
- Distance schedule pro-rated value = 1.56 TIE
- Fee per one (1) full distance TIE = \$584.00
- This project fee = \$584 x 0.35 = \$911.04

TOTAL WATER TIE = \$911.04

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"

SCHEDULE OF CONSTRUCTION TIME FRAMES

TBD – Survey and Engineering Design

TBD – FDEP Permitting

TBD – Construction

TBD – Testing, FDEP Clearance and Closeout

Note: The City of Wildwood reserves the right to adjust this schedule in the event that construction activities are delayed due to causes beyond the control of the City.

EXHIBIT "D"

SCHEDULE OF PAYMENTS BY COUNTY FOR COST OF
CONSTRUCTION

50% of the estimated total construction cost due at signing of
Agreement: \$27,000.00

25% of the estimated total construction cost due at 75% of
construction completion as determined by City's engineer:
\$13,500.00

25% of the estimated total construction cost due at availability of
ERU's purchased by County: \$13,500.00

SCHEDULE OF PATMENTS BY COUNTY FOR COST OF
CONNECTION FEES

50% due at signing of Agreement: \$1,519.50

25% due at issuance of building permit: \$759.75

25% due upon issuance of Certificate of Occupancy: \$759.75

EXHIBIT "E"

CALCULATION OF REIMBURSEMENT FOR COST OF
CONSTRUCTION LESS APPLICABLE TIE FEES

Water main cost of construction (estimate):	\$54,000.00
Less Water TIE fee:	<u>- 2,733.12</u>
Water main reimbursement (estimate):	\$51,266.88

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: INTERGOVERNMENTAL COOPERATIVE AGREEMENT CONTRACT and
BY-LAWS for Public Risk Management of Florida Health Trust

REQUESTED ACTION: _____

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: September 13, 2011
 Special Meeting

CONTRACT: N/A

Vendor/Entity: Public Risk
Management (PRM)

Effective Date: 10/01/2011
Managing Division / Dept:

Termination Date: _____
Human Resources

BUDGET IMPACT: BCBS Health Insurance for City Employees (\$440.62 per EE per month)

- Annual
 Capital
 N/A

FUNDING SOURCE: General, Water & Sewer Revenue Funds
EXPENDITURE ACCOUNT: 001-218.0451 and 401-218.0451

HISTORY/FACTS/ISSUES:

This is the Contract and By-Laws that is given to all Governmental Agencies coming on board with the Health Trust Pool administered by Public Risk Management (PRM) and brokered by Gallagher Benefit Services, Inc. This Contract has been reviewed by Deanna Cox, Human Resources and Jerri Blair, City Attorney and has been approved (see attached email dated 8-24-11). HR and City Attorney would like to make the Commission aware should they want to discontinue this Contract with PRM, the By-Laws require that the City of Wildwood must give a 60-day notice (see page 4 of Contract).

By being a part of the PRM Health Trust, the Commission needs to designate two (2) individuals to serve as the City's representatives on the PRM Group Health Trust Board of Directors. Staff recommendation would be Deanna Cox - HR as primary and the City Manager as the alternate. Once representatives have been selected, HR request the Commission give approval for the City Manager to sign the letter that will be sent to Ross Furry, Executive Director of PRM listing the designees for an effective date of 10/01/2011.

Deanna Cox

From: Jerri Blair <jblair710@aol.com>
Sent: Wednesday, August 24, 2011 11:03 AM
To: Deanna Cox
Subject: Re: PRM

Deanna,

I have reviewed the contract and see no problems. It should be noted that the City will be bound to remain in the pool for at least two years and must give 60 days notice before the end of the pool's fiscal year to withdraw.

Respectfully yours,

Jerri A. Blair

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

From: Deanna Cox
To: Jerri A. Blair - City Attorney
Sent: Monday, August 22, 2011 4:36 PM
Subject: PRM

Attached you will find the Contact and By-Laws that will need to be signed by the City prior to us becoming a part of the Health Trust. I was going to have Robert sign, however he informed me that since it is a Contract, the Mayor will need to sign so could you please review.

Thank-you,

Deanna Cox
Human Resources

City of Wildwood
100 N. Main Street
Wildwood, FL 34785
(352) 330-1330 x105
(352) 330-1339 Fax

dcox-wildwood@cfl.rr.com

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

A CONTRACT AND BY-LAWS

FOR

PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST



(PRM-HT)

AS AMENDED AND RESTATED THROUGH JANUARY 1, 2011

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(A CONTRACT AND BY-LAWS FOR
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST)
(PRM-HT)

I N D E X

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ARTICLES OF ASSOCIATION
AND BY-LAWS
OF
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST
(PRM-HT)

BE IT KNOWN THAT:

The below named local government unit or units of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of section 112.08, Florida Statutes, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name

- 1.1 Name. The name of this association shall be Public Risk Management of Florida – Health Trust, referred to hereinafter as “the Pool”.

Article 2 - Definitions and Purpose

- 2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Premium Payments": The amount each Member must pay to fully fund the fixed costs of the full operation of the Pool including reinsurance, administrative and claims costs..

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year.

"Fiscal Year": The Fiscal Year of the Pool shall begin on October 1st and end on September 30th.

"Self-Funded": A program in which Members agree to fully fund the operations of the Health Trust Pool.

"Members": The local governmental units, as defined by section 112.08, Florida Statutes, which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

"Health Trust Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund health coverages and any other appropriate coverage lines approved by the Board of Directors.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

2.2. Purpose: The Pool is a cooperative consortium voluntarily established by Members as set forth in section 112.08, Florida Statutes, for the purpose of providing health coverage to its Members and their employees and to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer a Health Trust Pool and utilize such funds to provide the benefits described herein, in accordance with this Intergovernmental Agreement. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Health Trust Pool are funds directly derived from its Members who are local governmental units of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a joint self-insurance or self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Health Trust Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management of Florida Health Trust is a non-assessable pool.

Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement and in accordance with section 112.08, Florida Statutes, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents, employees and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary to carry out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to health benefits in managing the Members' Participants' health coverage.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Health Trust Pool.

3.1.6. To purchase Aggregate Excess Insurance and Specific Excess Insurance to supplement the Health Trust Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To provide utilization review and other services to insure the delivery of appropriate health coverage.

3.1.8. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.9. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.10. To sue or be sued as a separate legal entity.

3.1.11. To expel or terminate Members in accordance with the requirements of these By-Laws for non-payment.

Article 4 - Participation and Term

4.1. Term: The initial term of the Pool was from 12:01 a.m. on October 1, 1989, to 12:01 a.m. September 30, 1991. After the initial two (2) year term of the Pool, the term was and shall automatically be renewed for additional terms of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Withdrawal: So long as the Pool shall continue in existence, any current or new Member joining the Pool shall remain a Member for at least two years from the date coverage began. The amounts charged in establishing the rates for all of the Member's covered employees and dependents will be guaranteed for the first twelve (12) months of the new Member's initial term.

Any Member's withdrawal from the Pool must occur at the end of the Fiscal Year upon serving on the Pool by mail, fax or hand delivery at least sixty (60) days prior written notice. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from the Pool. Provided, however, any Member who serves written notice of its intent to withdraw from the Pool more than once during any three (3) year period may be required, at the option of the Board of Directors, to withdraw from the Pool on the second such notice.

4.3. Actual Withdrawal/Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least sixty (60) days prior to the beginning of the Fiscal Year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, by mail, fax or hand delivery on or before August 1 prior to the beginning of such Fiscal Year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current Fiscal Year. Failure to serve such verification on or before August 1 prior to the beginning of the Fiscal Year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing Fiscal Year. As noted in paragraph 4.2 above, however, any Member who serves written notice of its intent to withdraw from the Pool more than once during any three (3) year period may be required, at the option of the Board of Directors, to withdraw from the Pool on the second such notice. An action to expel a Member in this manner shall be taken by the Board of Directors prior to August 1 of the current Fiscal Year in the manner described in Article 16 hereafter. Upon a Member's withdrawal, the Pool shall be responsible for the payment of claims for covered services rendered to the Member's employees and dependents incurred during the time period prior to the withdrawal; however, the withdrawn Member shall be responsible for payment of reasonable administrative charges, as determined by the Board, through the period during which claims may be paid.

4.4. Admission of New Members: The Executive Director and Board of Directors shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Director may grant or deny admission to proposed new Members.

Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool commenced operations on October 1, 1989.

Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the

appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chairman and Vice Chairman: The Board of Directors shall, commencing the 2003 Fiscal Year, select a Chairman for a three year term. Thereafter, and commencing the 2006 Fiscal Year, the Board of Directors shall, for all subsequent years, bi-annually select a Chairman to serve a two year term. The term of office for the Chairman shall begin on the 1st day of a Fiscal Year and expire on the last day of a Fiscal Year. The Chairman shall preside at all meetings of the Board. The Chairman shall vote on all matters that come before the Board. The Chairman shall have such other powers as he may be given from time to time by action of the Board.

The Board of Directors shall, bi-annually select a Vice Chairman during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chairman shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year. The Vice Chairman shall carry out all duties of the Chairman of the Board during the absence or inability of the Chairman to perform such duties and shall carry out such other functions as are assigned from time to time by the Chairman or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents, non-clerical employees and independent contractors; (2) setting of compensation for all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the acceptance of new Members and expulsion of Members, except that the approval may be delegated to the Executive Director under Article 4.4. above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of the operational procedures developed by the Executive Director; (7) approval of Premium Payments to the Health Trust Pool for each Member; (8) monitoring the financial condition of the Pool; and (9) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the Representative of the Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chairman and the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5 Representatives: The Representative selected by the Member shall serve until a successor has been selected or the Member has withdrawn from the Pool. The Representative

chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Committee and other Committees: The Board of Directors shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Board of Directors who shall serve on such committees and chair them shall reside with the Chairman of the Board of Directors. The Chairman of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Board of Directors may establish an Executive Committee. That Executive Committee, if established, shall consist of the Chairman of the Board, the Vice Chairman of the Board, the Treasurer and two Representatives elected by the Board, one from the southern area and one from the northern area of the Pool. The Board of Directors shall, bi-annually select the two Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the two Representatives shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. The expulsion of a Member shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors, except a Member who has not paid within thirty-one (31) days may be expelled immediately by the Executive Director.

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement shall require that specific written notice of the proposed change be sent by registered or certified mail to

the governing body of the Member and to the Representative and Alternate of the Member serving on the Board of Directors, no less than ten (10) days prior to a meeting at which this matter is proposed and the amendment as proposed or as amended at such Board meeting must receive the approval of two-thirds (2/3) vote of all of the then current Representatives (or in their absence their Alternates) representing the then Members of the Pool.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool or from any person or entity providing services to the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: Regular meetings of the Board of Directors shall be held during the year as determined by the Board. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each Fiscal Year. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Committee meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors may be called by its Chairman, or by any three Representatives (or in their absence their Alternates). The Chairman or in his absence, the Vice Chairman, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors, or in his absence, by the Vice Chairman. Emergency meetings may be held with less than ten (10) days written notice, if determined necessary by the Chairman or Vice Chairman, as applicable, and if notice is provided to all Members and their representatives as early as is reasonably possible.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors, any instruments which the Board of Directors have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and proposed Health Trust Pool Premium Payment and shall submit such proposals to the Members.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as he shall be required to do so, he shall present a full report of his activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report quarterly to all Members aggregate information on all claims paid.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.2.6. Audit: The Executive Director shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles. The annual report shall be delivered to the representative of each Member entity.

8.3. Treasurer: The Treasurer shall:

8.3.1. Have charge and custody of and be responsible for all funds and securities of the Pool; cause to be received and given all receipts for moneys due and payable to the Pool from any source whatsoever; cause to be deposited all such moneys in the name of the Pool in such banks, savings and loan associations or other depositories that are recognized as "Qualified Public Depositories" by the State Chief Financial Officer operating under Chapter 280 Florida Statutes, as shall be selected by the Executive Director as directed by the Board of Directors; cause to be invested the funds of the Pool as are not immediately required in accordance with the written investment policy established by the Board of Directors; and cause to be maintained the financial books and records of the Pool.

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. Nothing herein shall prevent the Treasurer from delegating, in writing, the functions of the office to third parties, whether members of the Board of Directors, employees of the Pool, or third parties, subject to the approval of the Board of Directors. However, the Treasurer shall maintain the control and responsibility for the execution of such functions by such delegates. The Board of Directors shall, commencing the 2003 Fiscal Year, select a Treasurer for a three-year term. Thereafter, and commencing the 2006 Fiscal Year, the Board of Directors shall, for all subsequent years, bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1st day of a Fiscal Year and expire on the last day of a Fiscal Year.

8.4 Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company, administrator or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chairman of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Health Trust Pool

9.1. Budget: The Board of Directors shall, by August 1 of the year prior to the start of each Fiscal Year adopt a final. Failure of the Board of Directors or the Executive Committee to approve a final budget within the time set forth within this Section shall not relieve the Members of the obligation to make monthly payments to the Pool.

9.2. Premium Payment Factors: In determining the amount of the Premium Payment due from each Member, some or all of the following factors may be considered:

9.2.1 Number of employees and the age, sex, and family or dependent coverage status of the employees who are expected to receive coverage through the Pool;

9.2.2 Past and prospective experience of the Member;

- 9.2.3 Geographic area of the Member, including the expected medical trend in that geographic area;
- 9.2.4. Administrative costs associated with providing coverage to the Member and its employees; and
- 9.2.5. Any other factor relevant in determining the expected costs of providing health coverages to the Member's employees;
- 9.2.6. Determination of Rates: New Members' rates will be determined on an experience rated basis using claims history, group demographics, and current plan designs and rates..

First year renewing Members will receive the average increase for the entire pool.

- 9.2.7 Overall Pool Renewal: Rates will be calculated by determining the participating entities combined loss ratios. Claims and fixed costs versus required premium.

Second year and subsequent renewing Members' rates will be determined by the pool average, then each Member will be individually underwritten to develop the group's loss ratio. Should the group's individual loss ratio be ten percent better than the total pool average, a decrement will be applied to the final renewal calculation. Should the group's individual loss ratio be ten percent worse than the pool average, an increment will be applied to the renewal. These increments and decrements may vary slightly year-to-year depending on the overall Trust's required premium.

9.3. Budget Amendments: Budgets may be amended at any time by majority vote of a quorum of the Board, provided, however, such amendments may not require payments, when added to previous payments by a Member for such Fiscal Year, to exceed such Member's Premium Payment determined for such year. The forwarding of such payments within a time specified in notices to the Members giving them not less than thirty-one (31) days to make such payments shall be of the essence of this contract.

9.4. Retirement Fund Obligations: Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11..

9.5. Distribution of Surplus: If, for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted may distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Pool in the processing of

the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Premium Payment for that year to the Premium Payments of all Members for such year.

Article 10 - Excess Insurance

10.1. Specific Excess Insurance: The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Losses: The Health Trust Pool (Loss Fund), the Specific Excess Insurance and Aggregate Excess Insurance shall provide payment for covered losses in any one Fiscal Year for members up to the limits approved by the Board of Directors. Should losses in any one Fiscal Year extinguish all available funds provided by the Pool, then the individual Member shall be responsible for all valid claims of its employees. The Pool shall make payments in the order in which the claims have been submitted and determined to be valid. In addition, pursuant to section 112.08(2)(b)7., Florida Statutes, each Member is responsible for payment of valid claims of its employees that are not paid within 60 days by the Pool. If the Board or the administrator acting on the Board's behalf has determined that appropriate funds are available, the Member shall be reimbursed for the payment of such valid claims. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Health Trust Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Pool reasonable access to all records including employee demographic information and financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any dispute or claim for medical services relating to the purpose or powers of the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, third party administrators, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all health education and procedures established by the Pool within its purpose or powers.

11.1.7. To be solely responsible for payment of all premium or contributions for group health benefits. Failure to remit contributions or premiums due in accordance with Article 9 or to provide required information shall be grounds for immediate termination of coverage and benefits by the Program or Providers.

11.1.8. To notify its employees of group health benefits being provided by the Program or Providers. Members shall be solely responsible for furnishing all data and information to Participants required by applicable state or federal law.

Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement, non payment, or failed to comply with an underwriting requirement including misstatements regarding the number or family status of its employees, or the Member's health experience, the Board of Directors has the authority to rescind, cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and may be given a reasonable time to take corrective measure prior to the Board of Directors' action.

Article 12 - Liability of Board of Directors or Officers of the Pool

12.1. Liability of Directors and Officers: The Representatives (or in their absence their Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Pool may purchase insurance providing liability coverage for such Representatives or officers.

Article 13 - Additional Insurance Coverage

13.1. Member's Option to Purchase Additional Insurance: The Pool may make available to Members, optional group health benefits through one or more group health benefit plans offered by or through insurance, including self-insurance, as may be from time to time approved and endorsed by the Pool.

Article 14 - Coverage & Indemnity Dispute Resolution

14.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor/administrator shall, in writing, be permitted to decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool.

14.2. Any Member may request in writing to the Chairman of the Board of Directors, that the Board of Directors, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage provided by the Pool. The Member shall be provided a full opportunity to explain its position to the Board of Directors. The Board of Directors, by majority vote, may affirm, modify, reverse, or defer the matter, subject to any insurance or reinsurance contractual obligations. The decision of the Board will be final.

Article 15 - Contractual Obligation

15.1. Enforcement: This document shall constitute a binding contract among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization to provide coverage only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

15.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its

costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 16 - Expulsion or Termination of Members

16.1. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged failure shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

16.2. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors. The Pool shall not be responsible for payment of any Terminated Member's covered employees' or dependents' claims unless the Member has satisfied all such obligations. Upon satisfaction of the obligations, the covered claims will be treated as if such Member has withdrawn pursuant to Article 4.3. and the Member shall be responsible for continued administrative payments as discussed in Article 4.3.

Article 17 - Termination of the Pool

17.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Article 6.9.4., then the Pool shall cease its existence at the close of the then current Fiscal Year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

17.2. Distribution of Surplus upon Termination of Pool: Any excess funds remaining in the Pool after satisfaction of all obligations or assessments shall be distributed to the Members. Each Member current with the Pool at termination shall receive a proportionate share of the excess based upon that Member's premiums paid to the Pool during the five-year period

immediately preceding the termination compared to the total amount of premium paid during that five-year period by all Members current with the Pool at termination. The Pool may make only partial distributions to the remaining Members in order to assure that all obligations of the Pool are satisfied. Once all such obligations have been satisfied, the remaining funds shall be distributed in accordance with the above.

17.3. Deficit: Should the Trust discontinue operations in a deficit position, the participating Members at termination, will be assessed an amount equal to the group's percentage of total enrollment.

17.4. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

Article 18 – Constitutional Officers

18.1. Membership: Certain Constitutional Officers of the State of Florida may be located within the jurisdiction of a Member, and the Member may agree to include such Constitutional Officer's employees or retirees, their dependents, and others receiving continuation coverage, in the number of persons to be covered under the health coverage program discussed in these By-Laws and established by the PRM Health Trust. If such Constitutional Officer agrees to enroll in the coverage program, it must irrevocably agree in writing to be bound by all of PRM Health Trust's rules and regulations, as may be amended from time to time.

In witness whereof, this agreement has been executed by the
Entity: CITY of WILDWOOD

The approval of the foregoing agreement was passed by the Entity:
CITY of WILDWOOD on the

13th day of September, 2011, and attached hereto, I do hereby execute

and the CITY CLERK does hereby attest to my signature as evidence that the
CITY of WILDWOOD COMMISSION and MAYOR has

approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative
Agreement" for Public Risk Management of Florida Health Trust, a copy of which is attached
hereto, and which is pursuant to Florida Statutes Section 112.08, which commenced its term on
October 1, 1989.



Chairperson of Board, or Council

Chairperson, Public Risk
Management of Florida – Health Trust

ATTEST:

This 13th day of September, 2011.

BILLS FOR APPROVAL
City of Wildwood, Florida
September 13, 2011

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Payroll	August 28, 2011 Pay Period - 5 Employees	\$	3,029.18
2	Bank of America	Sweetwater Sound	\$	35.98
3	Star Banner	Ad	\$	266.06
4	The Daily Commercial	Ad	\$	171.76

CITY MANAGER-EXECUTIVE DEPARTMENT

5	Payroll	August 28, 2011 Pay Period - 3 Employees	\$	8,685.58
6	Bank of America	Fed Wage & Labor Posters	\$	9.19
7	Bright House	Internet Service	\$	23.34
8	Ernie Morris Enterprises, Inc	Office Supplies	\$	0.44
9	Office Depot	Office Supplies	\$	27.03

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

10	Payroll	August 28, 2011 Pay Period - 4 Employees	\$	9,818.32
11	Bank of America	Fed Wage & Labor Posters	\$	9.19
12	Bright House	Internet Service	\$	31.03
13	Dart Electronics, Inc	Fire Alarm Test / Certification	\$	260.00
14	Discount Janitorial	Cleaning Supplies	\$	126.50
15	EGP	Monthly Copier Maintenance Contract	\$	63.54
16	Ernie Morris Enterprises, Inc	Office Supplies	\$	27.75
17	IMS	Computer Software Usage	\$	394.25
18	Martronic's Inc	Batteries	\$	31.73
19	Mitel	Repair Phones Not Calling Out	\$	182.50
20	Office Depot	Office Supplies	\$	57.29
21	Progress Energy	Electric Service	\$	3,297.87
22	Unifirst	Rugs	\$	23.76
23	UPS	Postage	\$	6.05
24	USPS Postal	Stamped Mailing Envelopes	\$	539.50
25	Wildwood Ace Hardware	Keys, Fuse Plug	\$	7.48

DEVELOPMENT SERVICES

26	Payroll	August 28, 2011 Pay Period - 4 Employees	\$	8,455.89
27	Bank of America	Fed Wage & Labor Posters, APA Conf., Breakers	\$	289.19
28	Bright House	Internet Service	\$	31.12
29	EGP	Monthly Copier Maintenance Contract	\$	16.34
30	Ernie Morris Enterprises, Inc	Office Supplies	\$	7.68
31	Martronic's Inc	Batteries	\$	25.97
32	Office Depot	Office Supplies	\$	109.49
33	Star Banner	Ad	\$	266.66
34	The Daily Commercial	Ad	\$	35.57

HUMAN RESOURCES

35	Payroll	August 28, 2011 Pay Period - 1 Employees	\$	1,955.79
36	Bank of America	Fed Wage & Labor Posters	\$	24.14
37	Bright House	Internet Service	\$	7.78
38	Ernie Morris Enterprises, Inc	Office Supplies	\$	3.20

POLICE DEPARTMENT

39	Payroll	August 28, 2011 Pay Period - 26 Employees	\$	53,771.48
40	AmeriGas	Propane	\$	1,246.48
41	Bank of America	APCO International, Broadway Ristorante, Fed Wage	\$	1,082.95
42	CDW-G	Toner Cartridges	\$	510.21

43	Complete Radiator & A/C	New Compressor, Accumulator, Liquid Line w/Orifice	\$	212.00
44	Communications International, Inc	Radar Certification	\$	40.00
45	Discount Janitorial	Cleaning Supplies	\$	108.56
46	EGP	Monthly Copier Maintenance Contract	\$	118.81
47	Ernie Morris Enterprises, Inc	Office Supplies	\$	61.53
48	Heimbach & Associates	Fuel Pump Repair	\$	126.91
49	Merritt Department Stores, Inc	Shirts, Tie Clip	\$	90.16
50	Office Depot	Office Supplies	\$	149.90
51	Progress Energy	Electric Service	\$	449.07
52	Shell	Gasoline	\$	221.78
53	Super Circuits	DC Cam w/ Leads	\$	184.99

STREET DEPARTMENT

54	Payroll	August 28, 2011 Pay Period - 14 Employees	\$	18,348.84
55	Bank of America	Fed Wage & Labor Posters	\$	22.97
56	Bright House	Internet Service	\$	39.98
57	Ernie Morris Enterprises, Inc	Office Supplies	\$	9.08
58	Heimbach & Associates	Fuel Pump Repair	\$	120.05
59	Progress Energy	Electric Service	\$	305.18
60	Salescorp of Florida	Gatorade, Wasp and Hornet Spray	\$	255.78
61	Unifirst	Uniforms	\$	412.31
62	Waste Management	Roll Off Tipping Fee	\$	177.00
63	Wildwood Ace Hardware	Corner Brace, Fasteners	\$	49.48
64	Wildwood Mower & Saw, Inc	Belt, Clutch Kit, Flywheel, V Belt, Saw Chain, Etc.	\$	1,121.31

FLEET MAINTENANCE

65	Payroll	August 28, 2011 Pay Period - 2 Employees	\$	3,964.56
66	Bank of America	Fed Wage & Labor Posters	\$	22.98
67	Big Truck Parts Inc	Filter	\$	166.07
68	Bright House	Internet Service	\$	39.97
69	Central Hydraulics Hose & Acc	Hex Orb Plug, MJIC X Morb	\$	2.71
70	Heimbach & Associates	Fuel Pump Repair	\$	6.86
71	Heritage-Crystal Clean, LLC	Com-20 Gal	\$	160.79
72	Progress Energy	Electric Service	\$	27.92
73	Snap On Tools	Remv Instlr	\$	144.70
74	Unifirst	Uniforms	\$	131.24
75	Wildwood Ace Hardware	Drill Bits	\$	5.49
76	Wildwood Mower & Saw, Inc	Moly Supreme	\$	69.90

COMMUNITY RE-DEVELOPMENT

77	Payroll	August 28, 2011 Pay Period - 1 Employees	\$	2,426.54
78	Andy Easton & Associates	CDBG Neighborhood Revitalization Grant	\$	3,000.00
79	Bright House	Internet Service	\$	7.78

PARKS AND RECREATION

80	Payroll	August 28, 2011 Pay Period - 6 Employees	\$	7,602.86
81	Bank of America	Fed Wage & Labor Posters, Sport Supply, DeSantis	\$	485.33
82	Bright House	Internet Service	\$	15.56
83	Central Pump & Supply, Inc	Valves, Zone Dial Controller	\$	60.71
84	Discount Janitorial	Cleaning Supplies	\$	73.80
85	Ernie Morris Enterprises, Inc	Office Supplies	\$	1.11
86	Heimbach & Associates	Fuel Pump Repair	\$	17.15
87	Martronic's Inc	Batteries	\$	105.65
88	Plaza Lincoln	Repair Door of Inmate Van	\$	1,027.32

89	Progress Energy	Electric Service	\$	881.82
90	Salescorp of Florida	Gatorade	\$	271.00
91	Unifirst	Uniforms	\$	90.13
92	WescoTurf	Spring Tine Replace	\$	120.26
93	Wildwood Ace Hardware	Cement, PVC, Paint, Brushes, Batteries, Pliers, Etc.	\$	514.16
94	Wildwood Mower & Saw, Inc	Fuel Tank, Blade, Belt, Rod, Pulley	\$	417.37

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

95	Bright House	Internet Service	\$	79.95
96	Century Link	Telephone Service	\$	349.67
97	Discount Janitorial	Cleaning Supplies	\$	308.86
98	FL Dept of Health Sumter County	Limited Use Water - LU Commercial Permit	\$	90.00
99	Heimbach & Associates	Fuel Pump Repair	\$	6.86
100	Unifirst	Uniforms	\$	63.38
101	Wildwood Ace Hardware	Insect Spray, Bulbs, Cleaner, Mop, Etc.	\$	130.60

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

102	Payroll	August 28, 2011 Pay Period - 3 Employees	\$	5,493.24
103	Bank of America	Fed Wage & Labor Posters	\$	9.19
104	Bright House	Internet Service	\$	23.34
105	Century Link	Telephone Service	\$	35.67
106	Dart Electronics, Inc	Fire Alarm Test / Certification	\$	260.00
107	Discount Janitorial	Cleaning Supplies	\$	126.50
108	EGP	Monthly Copier Maintenance Contract	\$	63.53
109	Ernie Morris Enterprises, Inc	Office Supplies	\$	33.22
110	IMS	Computer Software Usage	\$	110.00
111	Martronic's Inc	Batteries	\$	10.61
112	Mitel	Repair Phones Not Calling Out	\$	182.50
113	Office Depot	Office Supplies	\$	109.07
114	Progress Energy	Electric Service	\$	940.74
115	Unifirst	Rugs	\$	23.76
116	Wildwood Ace Hardware	Fuse Plug	\$	3.49

WATER DEPARTMENT

117	Payroll	August 28, 2011 Pay Period - 10 Employees	\$	14,177.53
118	AmeriGas	Propane	\$	322.93
119	Bank of America	Harbor Freight, Fed Wage & Labor Posters	\$	267.03
120	Besco Electric Supply Company	Fuses	\$	184.69
121	Brenntag	Liquid Chlorine	\$	976.06
122	Bright House	Internet Service	\$	84.95
123	Discount Janitorial	Cleaning Supplies	\$	230.11
124	Earl's Well Drilling	Pull & Set Pump, System Check	\$	1,368.30
125	Employment Publishing	Utilities Director Ad	\$	316.16
126	HD Supply WaterWorks	Bolts, hex Nuts, Clamps, PVC, Tiger Tooth Blade	\$	432.48
127	Heimbach & Associates	Fuel Pump Repair	\$	27.44
128	Martin's Lock Shop, Inc.	Master Padlocks	\$	121.96
129	Martronic's Inc	Batteries	\$	115.01
130	Office Depot	Office Supplies	\$	12.40
131	Plaza Lincoln	Repair Door of Inmate Van	\$	342.44
132	Progress Energy	Electric Service	\$	12.56
133	Southern Analytical Laboratories	Environmental Testing	\$	575.00
134	Terminix	Monthly Pest Control Contract	\$	25.00
135	the Dumont Company, Inc	Clear Flow Corrosion Inhibitor	\$	1,992.75
136	Unifirst	Uniforms	\$	563.36

137	Wildwood Ace Hardware	PVC, Wire Brush, Key Sets, Electrical Tape, etc.	\$	266.93
138	Wildwood Mower & Saw, Inc	Pulley, Blades, Belt, Filter	\$	70.30

WASTEWATER DEPARTMENT

139	Payroll	August 28, 2011 Pay Period - 14 Employees	\$	29,187.46
140	A.W.K. Industries, Inc	Calibrate Meters	\$	470.00
141	Bank of America	Hollaender Manuf, FL Wtr, Office Depot, Fed Wage	\$	595.71
142	Bellevue Florist	Flowers	\$	70.00
143	Besco Electric Supply Company	Wire, Bulbs	\$	180.09
144	Century Link	Telephone Service	\$	55.55
145	Chemical Containers, Inc	Seat Washer Rubber, Qt Cap	\$	134.74
146	Earl's Well Drilling & Pump Svc	Abandonment of 2" Well Used for Monitoring @Rib	\$	367.00
147	Employment Publishing	Utilities Director Ad	\$	316.16
148	Ernie Morris Enterprises, Inc	Office Supplies	\$	924.46
149	HD Supply WaterWorks	Holesaw, PVC Pipe	\$	162.54
150	Heimbach & Associates	Fuel Pump Repair	\$	37.73
151	Locke Well & Pump Company	20' Cord Piggyback, 1/3 HP Pump	\$	655.40
152	McNichols Co.	Alloy Pipe	\$	268.38
153	Ocala Tractor, LLC	Brake Cable, HST Filter	\$	119.52
154	Odyssey	Hypochlorite Solution	\$	2,900.85
155	Office Depot	Office Supplies	\$	23.10
156	Plaza Lincoln	Repair Door of Inmate Van	\$	342.44
157	Progress Energy	Electric Service	\$	20,395.63
158	Sumter Tire	Tire and Repair	\$	184.02
159	Test America	Environmental Testing	\$	1,102.50
160	Tommy Hays A/C & Refrigeration	Gas Up Ice Machine, Replace Wtr Pump, Start Relay	\$	675.50
161	Unifirst	Uniforms	\$	664.71
162	Villages Technology Solutions Grp	Run Malwarebytes, Instl Windows Updates P/U Equip.	\$	460.00
163	VWR	Filter Paper, Standard Condt, Polyseed, Kimwipe	\$	710.26
164	Water Resource Technologies	Rebuilt AMGP Series Pump	\$	1,425.00
165	Wildwood Ace Hardware	Paint Thinner, Fasteners, Recept HD, Galv Union, Etc	\$	413.85
166	Wildwood Mower & Saw, Inc	Pulley, Blades, Filter, Belt, Armature, Carb, Keys, etc	\$	175.45

GREENWOOD CEMETERY**ATTORNEYS/CONSULTANTS/SURVEYORS**

167	Barnes, Ferland & Associates	Engineers	\$	855.48
168	Jerri A. Blair	Retainer / September 2011	\$	10,000.00
169	Kimley-Horn and Associates	CR466A Utility Modifications	\$	2,528.90
		Engineering Support	\$	8,238.13
		Osceola Avenue Drainage - CDBG	\$	360.53

FUEL INVENTORY

170	Lynch Oil Company, Inc.	Unleaded Gasoline	\$	7,527.46
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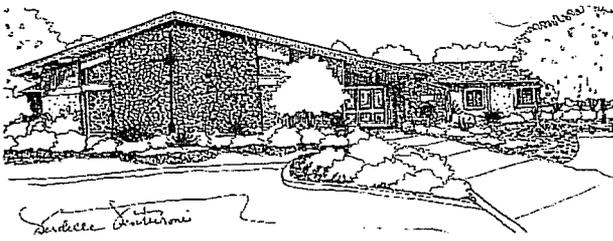
TOTAL			\$	262,920.81
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CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor



St. Vincent de Paul Catholic Church

5323 East County Road 462

Wildwood, FL 34785

(352) 330-0220

August 3, 2011

3. NEW BUSINESS-ACTION REQUIRED g. (1) General Items for Discussion/Approval Approval requested by St. Vincent de Paul Catholic Church for a Special Events Permit (TEMP 1108-01) to hold a "Respect for Life Rally" on the sidewalk area in front of city hall

City of Wildwood
Permit Office
City Hall
Wildwood Florida 32785

RE: SUNDAY, OCTOBER 2, 2011 FROM 2:00PM THROUGH 4:00PM
RESPECT FOR LIFE QUIET DEMONSTRATION IN FRONT OF CITY HALL ON
ROUTE 301 IN WILDWOOD

This letter is an acknowledgement of the notice to pick up at City Hall a non-costing permit for the use of the sidewalk area in front of City Hall for a quiet demonstration for Respect For Life on Sunday, October 2, 2011 from 2:00PM to 4:00PM.

Sincerely,

Lela (Lee) F. Valente
Business Manager

LFV/

St. Vincent de Paul Church Special Event Application

Event

Quite Pro-Life Rally on Sunday, October 2, 2011 between 2:00 to 4:00 pm

Contacts:

Gerald Haggerty (Chair) H 352-205-8182 C 352-643-0115

Email: gghaggerty@centurylink.net

Lela Valente (@ the Church) O 352-330- 0220

Email: stvincentchurch@sumtercatholic.org

Douglas Bart (Co-Chair) 352-633-3323

Email: bartdc@centurylink.net

Location requested:

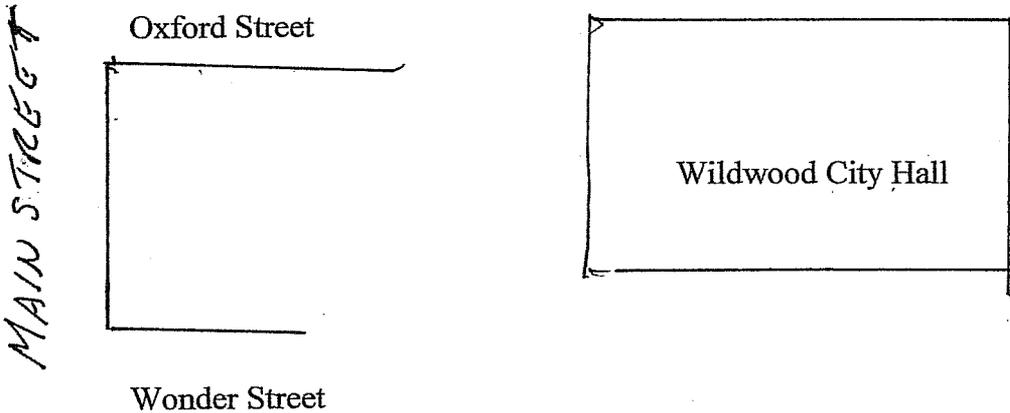
Along Wildwood Main Street (301) and grass area in front of Wildwood City Hall between Wonder and Oxford Streets.

PEOPLE WILL BE STANDING OR SITTING IN THEIR OWN FOLDING CHAIRS. PRAYING.

Participation

Approximately 70 to 85 people with small signs approximately 20" X 30"

Site Plan



Gerald Haggerty August 15, 2011



City of Wildwood, Florida
Development Services Department
100 N. Main St., Wildwood, FL 34785
Tel: 352.330.1330 Fax: 352.330.1334
www.wildwood-fl.gov

TEMP
1108-01

Staff Use Only
Fee Paid: 0
Method of Payment: _____
Receipt Number: _____

Temporary Use/Special Event Application

Applicant's Name: MRS. LEE VALENTE & GERALD HAGBERTY
Business/Organization Name: ST. VINCENT DE PAUL CATHOLIC CHURCH
Address: 5323 EAST COUNTY ROAD 462, WILDWOOD, FL 34785
Phone: 352-330-0220 Email: STVINCENTCHURCH@SUMTERCATHOLIC.GERALD HAGBERTY-352-205-8182 EMAIL-GGHAGBERTY@CENTURYLINK.ORG
Property Owner(s): _____
Address: _____
Phone: _____ Email: _____

Type of Event: A QUOTE PRO-LIFE RALLY (SEE ATTACHED)
Proposed Use: PARTICIPANTS WILL HOLD PRO-LIFE SIGNS TO PASSING MOTORIST & RECITE PRAYERS
Beginning Date: OCT 2, 2011 Ending Date: OCT 2, 2011 Hours of Operation: 2:00 to 4:00 PM

Property Information: SIDE WALK & GRASS AREA ALONG MAIN ST. WILDWOOD
Address (if any): IN FRONT OF CITY HALL - BETWEEN WOODWARD & OXFORD ST.
Parcel Number(s): _____ Current Zoning: _____

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

- ~~100.00 non-refundable application fee (per site)~~
- Notarized, dated permission letter from the property owner(s). (City Commission Approval / City Property)
- Letter stating times and dates of the event.
- Site plan indicating the placement of all materials and outlining the traffic flow and any other pertinent information.
- If a tent will be used for the event, a copy of the flame-retardant seal must be provided.
- ~~Copy of State of Florida Dept. of Highway Safety and Motor Vehicles~~
- ~~State of Florida Dept. of Highway Safety and Motor Vehicles temporary supplemental application (form HS-1500)~~
- List of phone numbers and contact information on-site.

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

Applicant's Signature: [Signature] Date: August 15, 2011

Staff Use Only
Conditions: _____
Application Approved By: _____ Date: _____

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Power Corporation (Lakeside Landings) and Harrigan Builders, Inc. – ERC Transfer

REQUESTED ACTION: Commission Approval of Consent to Partial Assignment of ERC's Under Developer's Agreement

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 9/13/2011
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____
Development Services Dept.

BUDGET IMPACT: _____

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

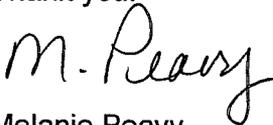
Pursuant to a developer's agreement, Power Corporation fully paid for 159 water and wastewater ERC's.

Harrigan Builders, Inc. acquired a portion of the Lakeside Landings property and in connection with the property conveyance, Power Corporation assigned Harrigan Builders six (6) ERC's from among the reserved.

Harrigan Builders has used two (2) of the ERC's but the remaining four (4) water and wastewater ERC's have not been used. Harrigan Builders and Power Corporation have agreed that Harrigan may reassign the remaining ERC's to Power Corporation.

Staff recommends approval of the reassignment of ERC's as stated in the attached agreement.

Thank you.



Melanie Peavy
Development Services Director

CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER DEVELOPER'S AGREEMENT

THIS CONSENT TO PARTIAL ASSIGNMENT OF ERCs UNDER DEVELOPER'S AGREEMENT ("Consent") is executed effective as of the date of execution hereof by the City of Wildwood, Florida, a Florida municipal corporation (the "City").

WHEREAS:

- A. The City and Power Corporation, a Florida corporation ("Power Corp."), are parties to an "Addendum to Developer's Agreement Between the City of Wildwood, Florida and Power Corporation", as recorded in OR Book 1902, Page 211, of the Public Records of Sumter County, Florida ("the Addendum to Developer's Agreement"), concerning real property ("Property") as described therein.
- B. Pursuant to the Addendum to Developer's Agreement, Power Corp fully paid for 159 water and wastewater ERCs (the "Reserved ERCs"), including full payment of all related connection and TIE fees.
- C. Harrigan Builders, Inc., a Florida corporation ("Harrigan Builders"), acquired a portion of Lakeside Landings Property more particularly described as Parcels 13, 14, 15, 16, 17 and 18, Regatta at Lakeside Landings, according to the plat recorded at Plat Book 11, Pages 28 & 28A, of the Public Records of Sumter County, Florida (the "Lakeside Landings Parcels").
- D. In connection with the conveyance of the Lakeside Landings Parcels, Power Corp. has assigned to Harrigan Builders six (6) water and wastewater ERCs from among the Reserved ERCs remaining and otherwise available to Power Corp. (the "Assigned ERCs").
- E. Power Corp. and Harrigan Builders previously requested the City to consent to the assignment of the Assigned ERCs as described above and the City granted the request.
- F. Harrigan Builders has used two (2) water and wastewater ERCs but the remaining four (4) water and wastewater ERCs reserved have not been used.
- G. Harrigan and Power Corp. have agreed that Harrigan may to reassign the remaining ERCs to Power Corp.

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

1. Consent to Assignment. The City hereby consents to Harrigan Builders reassignment of the ERC's to Power Corp. it currently owns and the reassignment described herein shall increase the total Reserved ERCs still available to Power Corp. by four (4) ERCs.

THEREFORE, the City consents to the reassignment of the Assigned ERCs as set forth hereinabove.

Signed, sealed and delivered in the presence of:

CITY OF WILDWOOD

BY: _____
Mayor Ed Wolf

ATTEST:

Joseph Jacobs, City Clerk

Power Corporation, a Florida Corporation

By: _____

Harrigan Builders, Inc., a Florida corporation

By: _____

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)
 Regular Meeting

DATE OF MEETING: 9/13/2011
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

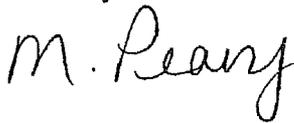
Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

The University of Florida Bureau of Economic and Business Research has provided the preliminary population estimate for the City of Wildwood as of April 1, 2011. The population estimate is 6,926 with a total change of +217.

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 12, 2011



Dear Sir or Madam:

Enclosed is a notice of the preliminary estimate of the permanent population of your area as of **April 1, 2011**. This estimate was produced by our office under contractual agreement with the State of Florida, and is one factor used in determining the distribution of state revenue-sharing funds (Section 23.019, Florida Statutes, Revenue Sharing Act, 1972). 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 preliminary estimate by signing the enclosed form and returning it in the postage-paid envelope. 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. We need to have you sign and return the enclosed form by **September 15, 2011**.

Sincerely,

Scott K. Cody
Research Demographer
352-392-0171, Ext 337
skcody@ufl.edu

RECEIVED

AUG 16 2011

CITY OF WILDWOOD
Community Development Dept.

Wildwood

COUNTY -

3. NEW BUSINESS-ACTION REQUIRED g. 3 General Items for Consideration: Review/approval requested of the University of Florida (Bureau of Economic Research) Population Estimate

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 2011

CENSUS 4/1/10	TOTAL POPULATION CHANGE	PRELIMINARY ESTIMATE 4/1/11	INMATES 4/1/11	PRELIMINARY EST. LESS INMATES 4/1/11
6,709	217	6,926	0	6,926

THE POPULATION ESTIMATE PROPOSED FOR STATE REVENUE SHARING, 2012-2013 FISCAL YEAR IS 6,926.

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 2011 IS * 6,926 *

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN ONE COPY OF THIS FORM BEFORE SEPTEMBER 15, 2011. RETAIN THE OTHER COPY FOR YOUR FILE.

___ 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, 2011 ESTIMATE OF _____. I REQUEST THAT YOU REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

DATE	TITLE	SIGNATURE
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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 15, 2011.

BUREAU OF ECONOMIC AND BUSINESS RESEARCH
 UNIVERSITY OF FLORIDA
 221 MATHERLY HALL
 P.O. BOX 117145
 GAINESVILLE, FL. 32611-7145
 FAX (352) 392-4739



Memorandum

To: FLC Board of Directors
Federal Action Strike Team Members
Local and Regional League Contacts
Other Interested Parties

From: Allison Payne, Manager
Advocacy Programs and Federal Affairs

Date: August 29, 2011

Re: NLC 2012 Committee Sign-up

Attached for your information are applications for the National League of Cities 2012 Committees, Councils, and Panels.

Committee Leadership Applications - Applications for leadership positions (Chair/Vice Chair) to all committees, councils, and panels are due to NLC by **Friday, September 23, 2011**. **Please include a biographical statement with your application.** Applicants must be from a NLC Member City. NLC First Vice President Ted Ellis, Mayor of Bluffton, Indiana, will appoint the chairs and vice chairs for each of the committees in late October. **Please also provide a copy of your leadership applications to Allison Payne at the FLC for our records.**

Committee Member Applications - Applications for appointment as members of all committees (including Policy and Advocacy Steering Committees), councils, and panels will be due to NLC by **Monday, November 14, 2011** (immediately following the NLC Congress of Cities in Phoenix). **Please also provide a copy of your applications to Allison Payne at the FLC.**

Policy and Advocacy Steering Committees set federal policy for the NLC legislative agenda. These are the smaller committees that meet about four times a year. **Important: if you would like to serve on a Policy and Steering Committee, make sure to submit your application prior to the November 14, 2011 deadline.** They include:

- Community and Economic Development (CED)
- Energy, Environment, and Natural Resources (EENR)
- Finance, Administration and Intergovernmental Relations (FAIR)
- Human Development (HD)
- Information Technology and Communications (ITC)
- Public Safety and Crime Prevention (PSCP)
- Transportation Infrastructure and Services (TIS)

The seven committees above also have policy committees by the same name that meet at the two NLC conferences each year. These are the larger committees. If you wish to serve on a policy committee please contact Allison Payne at FLC for more information at 850-701-3602.

NLC Committees, Council and Panels are also appointed by the NLC incoming president. For most of these committees, councils, and panels, NLC generally will have space for all the applicants. However, please submit your application by **November 14, 2011**. These committees include:

- Council on Youth, Education, and Families
- International Council
- Leadership Training Council
- Member Networking Councils
 - First Tier Suburbs Council
 - Large Cities Council
 - Small Cities Council
 - University Communities Council
- CityFutures Panels
 - Community and Regional Development
 - Democratic Governance
 - Public Finance

Should you have any questions or require additional information, please contact me at the League at (800) 342-8112 or e-mail apayne@flcities.com.

This information can also be found on the NLC website at <http://www.nlc.org/build-skills-networks/networks/committees-councils/index>.

Attached are the following:

- 2012 Leadership Application for NLC Chair/Vice Chair
- 2012 Member Application for NLC Committees, Panels and Councils



2012 Leadership Application for NLC Chair and Vice Chair Positions Due September 23, 2011

This application is to be used if you are interested in serving as Chair or Vice Chair of a 2012 NLC standing committee, council, or panel. Appointed 2012 Chairs and Vice Chairs will be notified of their selection in late-October 2011.

Please be sure to notify your state municipal league director that you are applying for a 2012 committee, council, or panel leadership position.

All candidates for Chair or Vice Chair positions must be from NLC direct member cities.

Name: [Click here to enter text.](#)

Committee Requested: [Click here to enter text.](#)

Please see the attached list of NLC committees, councils, and panels for which incoming NLC President Mayor Ted Ellis (Bluffton, Indiana) will appoint 2012 Chairs and Vice Chairs.

Position Requested: [Click here to enter text.](#)

(Chair; Vice Chair; or either Chair or Vice Chair)

Number of years served on the committee for which you are seeking a leadership position:

[Click here to enter text.](#)

Current Local Elected Office: [Click here to enter text.](#)

Title

[Click here to enter text.](#)

City/Town

Expiration Date of Current Elected Office Term (month/year):[Click here to enter text.](#)

If your term expires before January 1, 2013, do you plan to run again?

Yes [Click here to enter text.](#) No [Click here to enter text.](#)

City/Town Population: [Click here to enter text.](#)

Profession: [Click here to enter text.](#)

Preferred E-mail: [Click here to enter text](#)

(This is NLC's primary means of communicating with the NLC leadership applicants.)

Optional Alternate E-mail: [Click here to enter text.](#)

(You may want to use a personal e-mail or your Administrative Assistant's e-mail.)

Phone: [Click here to enter text.](#)

Cell: [Click here to enter text.](#)

Preferred Mailing Address: [Click here to enter text.](#)

City/Town: [Click here to enter text.](#) State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

Select one in each category below:

This information is requested to help ensure NLC leadership diversity.

Party Affiliation: Democrat Republican Non-Partisan Other

[Click here to enter text.](#)

Gender: Male Female

[Click here to enter text.](#)

Ethnicity: White African-American Hispanic Asian/Pacific Islander American Indian Other

[Click here to enter text.](#)

Please attach a brief biographical statement highlighting your credentials and experience related to the position you are seeking.

**E-mail the application and biographical statement
by September 23, 2011 to:
ExecutiveOffice@nlc.org**

You will receive an e-mail acknowledgement from NLC's Executive Office when your 2012 leadership application has been received. If you do not receive an acknowledgement, please contact Martha Moss (moss@nlc.org).



See next page for the listing of the 2012 committee, council, and panel leadership (chair and vice chair) positions for which this NLC leadership application is to be used.

NLC 2012 Committees, Councils, and Panels

Incoming NLC President Ted Ellis will appoint 2012 Chairs and Vice Chairs for each of the following standing committees, councils, and panels listed below. Appointed leaders will be notified of their selection in late-October. (All leadership applicants will also be notified of the outcome of the appointment process before the Phoenix Congress of Cities.)
NOTE: 2012 NLC leadership appointments will be publicly announced AFTER Mayor Ellis is elected NLC President on Saturday, November 12, 2011.

For information about specific committees, councils, and panels, please see the NLC website at:

www.nlc.org

Click on: *Build Skills & Networks / Networks / Committees & Councils*

For further information about the application and appointment process contact:
Martha Moss moss@nlc.org,
or Doris Watson at watson@nlc.org.

POLICY AND ADVOCACY STEERING COMMITTEES

- Community and Economic Development *Steering* Committee (CED)
- Energy, Environment, and Natural Resources *Steering* Committee (EENR)
- Finance, Administration, and Intergovernmental Relations *Steering* Committee (FAIR)
- Human Development *Steering* Committee (HD)
- Information Technology and Communications *Steering* Committee (ITC)
- Public Safety and Crime Prevention *Steering* Committee (PSCP)
- Transportation Infrastructure and Services *Steering* Committee (TIS)

MEMBER NETWORKING COUNCILS

- First Tier Suburbs Council
- Large Cities Council
- Small Cities Council
- University Communities Council

CITYFUTURES PANELS

- Community and Regional Development
- Democratic Governance
- Public Finance

OTHER STANDING NLC COUNCILS

- Council on Youth, Education, and Families
- International Council
- Leadership Training Council
- Advisory Council (comprised of former NLC Board members)



E-Mail Application and Biographical Statement by September 23, 2011
to: ExecutiveOffice@nlc.org

National League of Cities • Executive Office

1301 Pennsylvania Avenue, NW • Suite 550 • Washington, DC 20004

Phone: 202-626-3022 or 202-626-3010 – Executive Office Fax: (202) 626-3143



2012 Committee, Council, and Panel Member Application Due November 14, 2011

This application is to be used if you are interested in serving as a member of a 2012 NLC standing committee, council, or panel. See page three of this document for the listing of the 2012 groups.

If you are serving on a 2011 committee, council, or panel and would like to be reappointed, please complete and submit a 2012 application. A separate application should be submitted for each committee, council, and panel for which you are applying.

Appointed 2012 committee, council, and panel members will be notified of their selection in December 2011. The first 2012 committee, council, and panel meetings will be held during the 2012 Congressional City Conference in Washington, DC., March 10-14.

[Please note that there is a separate Chair and Vice Chair application that must be completed if you would like to be considered for a 2012 committee, council, and panel leadership position. The leadership application is due by September 23, 2011.]

All applicants must be from NLC direct member cities.

Name: Click here to enter text.

Committee, Council, or Panel Requested:

Click here to enter text.

Please indicate the NLC committee, council, or panel for which you are applying or re-applying. See the attached list as a reminder of the standing 2012 NLC committees, councils, and panels.

Current Local Elected Office: Click here to enter text.

Title

Click here to enter text.

City/Town

Expiration Date of Current Elected Office Term (month/year): Click here to enter text.

If your term expires before January 1, 2013, do you plan to run again?

Yes Click here to enter text.

No Click here to enter text.

City/Town Population: Click here to enter text.

Profession: Click here to enter text.

Preferred E-mail: Click here to enter text.

(This is NLC's primary means of communicating with the NLC committee applicants/members.)

Optional Alternate E-mail: Click here to enter text.

(You may want to use a personal e-mail or your Administrative Assistant's e-mail.)

Phone: Click here to enter text.

(Preferred daytime phone number including area code)

Cell: Click here to enter text.

Preferred Mailing Address: [Click here to enter text.](#)

City/Town: [Click here to enter text.](#)

State: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

Select one in each category below:

This information is requested to help ensure NLC committee, council, and/or panel member diversity.

Party Affiliation: Democrat Republican Non-Partisan Other

[Click here to enter text.](#)

Gender: Male Female

[Click here to enter text.](#)

Ethnicity: White African-American Hispanic Asian/Pacific Islander American Indian Other

[Click here to enter text.](#)

E-mail the application by November 14, 2011 to:

ExecutiveOffice@nlc.org

See page three for the listing of the 2012 committees, councils, and panels for which this NLC member application is to be used.

NLC 2012 Committees, Councils, and Panels

2012 committee, council, and panel appointments will be completed and communicated by late December 2011.

For information about specific committees, councils, and panels, please see the NLC website at:

www.nlc.org

Click on: *Build Skills & Networks / Networks / Committees & Councils*

For further information about the application and appointment process contact:
Martha Moss moss@nlc.org,
or **Doris Watson** at watson@nlc.org.

POLICY AND ADVOCACY STEERING COMMITTEES

- Community and Economic Development *Steering* Committee (CED)
- Energy, Environment, and Natural Resources *Steering* Committee (EENR)
- Finance, Administration, and Intergovernmental Relations *Steering* Committee (FAIR)
- Human Development *Steering* Committee (HD)
- Information Technology and Communications *Steering* Committee (ITC)
- Public Safety and Crime Prevention *Steering* Committee (PSCP)
- Transportation Infrastructure and Services *Steering* Committee (TIS)

*NOTE: This application is for the Policy and Advocacy **STEERING** committees. If you are interested in serving on the **FULL** policy committees (the large groups), please contact your state municipal league or complete the special abbreviated Full Policy Committee application found on the NLC website. Applications for the seven full policy committees will be due in early January 2012, and appointments will be made in late January 2012.

MEMBER NETWORKING COUNCILS

- First Tier Suburbs Council
- Large Cities Council
- Small Cities Council
- University Communities Council

CITYFUTURES PANELS

- Community and Regional Development
- Democratic Governance
- Public Finance

OTHER STANDING NLC COUNCILS

- Council on Youth, Education, and Families
- International Council
- Leadership Training Council



E-Mail Application by November 14, 2011 to: ExecutiveOffice@nlc.org

National League of Cities • Executive Office

1301 Pennsylvania Avenue, NW • Suite 550 • Washington, DC 20004

Phone: 202-626-3022 or 202-626-3010 – Executive Office Fax: (202) 626-3143